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15 UNITED STATES DIS  
16 DISTRICT OF

17 FEDERAL TRADE COMMISSION,

18 Plaintiff,

19 v.

20 CONSUMER DEFENSE, LLC, *et al.*,

21 Defendants.  
22  
23  
24  
25  
26

**2:18-cv-00030-GMN-PAL**

**FTC'S EXHIBITS IN SUPPORT  
OF ITS *EX PARTE* MOTION FOR  
TEMPORARY RESTRAINING  
ORDER WITH ASSET FREEZE,  
APPOINTMENT OF RECEIVER,  
AND OTHER EQUITABLE  
RELIEF, AND ORDER TO SHOW  
CAUSE WHY A PRELIMINARY  
INJUNCTION SHOULD NOT  
ISSUE**

**FILED UNDER SEAL**

27 VOLUME 7  
28

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## **EXHIBIT 20**

### **DECLARATION OF ELIZABETH FEDLSTEIN ATTACHMENT DD (continued)**

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1 work for both?

2 A. No.

3 Q. What is a senior intake advisor?

4 A. Someone I guess that would take the  
5 client's information.

6 Q. What advice is she giving; do you know?

7 A. No, I don't know.

8 Q. Would it be any kind of legal advice?

9 A. I don't know. I'm not the manager of  
10 Modification Review Board.

11 Q. So she didn't work for you?

12 A. No.

13 Q. And then the next one is Candace Davies.  
14 It says requested law documents. Candace Davies. Who  
15 is she?

16 A. Someone, I believe, that worked with us at  
17 one time.

18 Q. She worked for Preferred Law?

19 A. More a part of, I guess, the team American  
20 Home Loan Counselors/Preferred Law. But she was under  
21 the supervision of American Home Loan Counselors, if I  
22 remember correctly.

23 Q. It says her e-mail address is Preferred-  
24 Lawteam.com.

25 A. Uh-huh (affirmative).

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1 Q. So doesn't that represent to people that  
2 she works for Preferred Law?

3 A. I would say it represents she works for  
4 the Preferred Law team.

5 Q. Okay. But you already said there was no  
6 Preferred Law team.

7 A. I said it was American Home Loan  
8 Counselors and Preferred Law, what I would consider the  
9 Preferred Law team.

10 Q. But they don't work at Preferred Law or  
11 for Preferred Law.

12 A. No.

13 Q. And then it says, "I am your paralegal  
14 assigned to your case." Is she a paralegal?

15 A. Sure.

16 Q. Do you know that for sure?

17 A. Well, she would deal with these legal  
18 matters, and we use the term kind of broadly.

19 Q. Did you pay her for her work?

20 A. Yeah. I mean, her work, yeah. It was  
21 paid for.

22 Q. So you would have her billable hours that  
23 she would give to you and you would have some  
24 documentation that you paid her?

25 A. We didn't deal with billable hours.

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1 Q. How was she paid?

2 A. Salary, I'm sure.

3 Q. For paralegal services?

4 A. Uh-huh (affirmative).

5 Q. What's her salary?

6 A. I don't know. I don't recall.

7 Q. Did you fill out a W-2 for her?

8 A. No.

9 Q. But she is a salaried employee of  
10 Preferred Law?

11 A. No.

12 Q. Or was?

13 A. No.

14 Q. Okay. And you don't know whether she  
15 really has a paralegal certificate or not, right?

16 A. No.

17 Q. And on the next page she claims to be a  
18 processor and works for Preferred Law. Do you see  
19 that?

20 A. Which page?

21 Q. Just the very next page.

22 A. Uh-huh (affirmative).

23 Q. Okay. But she didn't work for Preferred  
24 Law, did she?

25 A. Well, no. She worked for American Home

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1 Loan Counselors.

2 Q. Okay. Is there any reason why she would  
3 say that she worked for Preferred Law instead of  
4 American Home Loan Counselors? What's wrong with just  
5 saying that?

6 A. Initially the difficulty with it was the  
7 clients became confused. So there were times when they  
8 would be like, "Wait a second. Am I talking to  
9 Preferred Law, American Home Loan Counselors?" And so  
10 at some time they were able to say, "We are with  
11 Preferred Law," based on the idea that I'm supervising  
12 their work. But since then, it would say American Home  
13 Loan Counselors.

14 Q. Okay. You said earlier you didn't  
15 supervise any of these people.

16 A. This is American Home Loan Counselors, and  
17 I do act as a supervisor. But I'm not listed as a  
18 manager. I have access to all the notes. They come to  
19 me with the questions. I maintain a satellite office  
20 there. So those things, yes.

21 Q. But this wasn't accurate because she  
22 wasn't an employee of Preferred Law.

23 A. No.

24 Q. Let's look at the next one. This is on  
25 Eric Trager's case. Shannon Martinez, was she an

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1 employee of Preferred Law?

2 A. She was very closely associated with  
3 Preferred Law, and if I recall I would say yes, that  
4 she is probably -- I don't pay her W-2, but she is what  
5 I would consider an employee of Preferred Law.

6 Q. How was she an employee if you don't pay  
7 her?

8 A. Because she is like my -- she does a lot  
9 of work for me. I work with her on a near daily basis.

10 Q. But she gets paid by someone else?

11 A. Yes.

12 Q. Who is that entity?

13 A. It would be through American Home Loan  
14 Counselors.

15 Q. So she gets paid by American Home Loan  
16 Counselors but she represents here that she is a  
17 manager at Preferred Law.

18 A. Yeah. Sure. I would still allow her to  
19 use that designation.

20 Q. Even though she is not an employee or a  
21 manager at Preferred Law?

22 A. Well, I would call her a manager.

23 Q. At Preferred Law?

24 A. Yes.

25 Q. Where you said you have no employees; it

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1 was just you?

2 A. Well, technically no employees. But she  
3 has my full authorization to act on my behalf.

4 Q. All right. Let's go to the next one.  
5 This is a letter from Deanne Mosher, and I think you  
6 said she worked for Modification Review Board, right?

7 A. Yeah, I believe so. I don't recall.

8 Q. And again here it says, "Preferred Law -  
9 Authorization." Can you explain that?

10 A. She had the paperwork for her to sign,  
11 that she was sending the paperwork over to the client  
12 for them to fill out.

13 Q. Okay. And then she represents to  
14 Mr. Trager that once the forms are filled out, they  
15 will start immediately on the modification, "Which will  
16 protect you from your lending foreclosing or harassing  
17 you in any way." Do you see that?

18 A. Yes.

19 Q. Did you authorize that statement?

20 A. No.

21 Q. Do you know who did?

22 A. No.

23 Q. Is this a form letter that is sent to  
24 everyone?

25 A. I don't think so.

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1 Q. Have you ever seen this letter before?

2 A. I don't think so, no.

3 Q. So you had nothing to do with this?

4 A. No.

5 Q. Okay. And she is a senior intake advisor,  
6 not at Preferred Law, right?

7 A. No.

8 Q. So then the next one is a Preferred Law  
9 paper, right? So this came from your office, right?

10 A. Sure. Yeah.

11 Q. Okay. And it talks about an explanation  
12 of the retainer agreement and the fees that are going  
13 to be charged, right?

14 A. Uh-huh (affirmative).

15 Q. Do you do that personally with the clients  
16 or borrowers; do you talk to them about what the  
17 agreement is with them?

18 A. No. Shannon or Bobbi would probably  
19 explain it to them.

20 Q. Have you ever explained one to any client?

21 A. A couple, yeah.

22 Q. Who would that be?

23 A. I don't recall.

24 Q. None of the three that are involved in  
25 this case, right?

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1 A. No.

2 Q. And it says, "Under Utah law we are  
3 required to disclose the cost of services." And I'm  
4 assuming you mean legal services, right?

5 A. Uh-huh (affirmative).

6 Q. Because it is Preferred Law. So what  
7 statute requires you to disclose the cost of legal  
8 services?

9 A. I would say the Rules of Professional  
10 Conduct do.

11 Q. Okay. But there's not a law --

12 A. I don't know if you would call it a law.  
13 I didn't write this. She wrote it. It's not one of  
14 those things that would cause a huge issue between  
15 whether it's a law or Rules of Professional Conduct.

16 Q. Okay. I'm just wondering.

17 A. Okay.

18 Q. I just wondered about that. So you had  
19 nothing to do with preparing this document?

20 A. No.

21 Q. Or reviewing it?

22 A. Well, you know, she writes quite a bit of  
23 the documents on my behalf. So I don't review all of  
24 them, no. I didn't review this.

25 Q. Did you supervise the sending of these --

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1           A.     Yes. I would stand behind anything she  
2     said.

3           Q.     Okay. It says, "The modification is  
4     broken down into four phases." What does that mean?

5           A.     It's kind of outlined there in the fee  
6     agreement. But I really can't just recall it off  
7     memory, how it's broken down.

8           Q.     Okay. Well, if you understand what you're  
9     doing, in doing modifications, you would probably --

10          A.     I'm not doing modifications.

11          Q.     You're not doing any of this work?

12          A.     Not the modification work, no.

13          Q.     Okay.

14          A.     But the modification work would come from  
15     American Home Loan Counselors. The phases or whatever  
16     you want to call it, maybe that's just a way to make it  
17     more easily understood by the client, I guess.

18          Q.     So the cost of each phase is \$974, right?  
19     You see that?

20          A.     Correct.

21          Q.     Did you have anything to do with setting  
22     the costs for these --

23          A.     Yes, I did have input on setting up the  
24     fees on how much we are going to charge for this.

25          Q.     For each phase?

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1 A. Yes.

2 Q. Even though you don't know what the phases  
3 are?

4 A. I didn't say I don't know what they are. I  
5 just couldn't recall them offhand.

6 Q. Okay. So that money would come to your  
7 office, Preferred Law --

8 A. Sure. Yes.

9 Q. -- for legal services.

10 A. Uh-huh (affirmative).

11 Q. Correct?

12 A. Yes.

13 Q. All four phases?

14 A. Yes.

15 Q. Okay. So the modification is included in  
16 the legal services?

17 A. No. We don't perform modifications, so  
18 it's not -- essentially the modification is performed  
19 without cost to the client.

20 Q. Without cost?

21 A. Yes.

22 Q. So what are they paying for?

23 A. For my services as a lawyer.

24 Q. And what did you do for them?

25 A. Submit the qualified request, review the

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1 documents. As I explained before.

2 Q. Do you have billable hour charts that we  
3 could see?

4 A. No. We don't do it by that. It's more of  
5 a flat fee arrangement. I mean, we could hire billable  
6 people to keep track of it all, but it just adds more  
7 cost.

8 Q. What's the flat fee for your personal  
9 legal services?

10 A. About \$4000, typically. It's  
11 approximately about \$4000. Sometimes it's less.  
12 Sometimes it's going to only be \$2000. Sometimes it's  
13 \$4000. And then if it continues beyond, like it starts  
14 getting where they -- for whatever reason it's one of  
15 those cases that drags on because the bank or whatever  
16 issue is going on with the client, then there will be  
17 an additional -- something like \$250 a month or  
18 something that continues. Continuity payments.

19 Q. What does that cover? What kind of legal  
20 services?

21 A. The continued work that I'm still  
22 reviewing the file.

23 Q. So you're ongoing, all these phases,  
24 ongoing review of the file?

25 A. Yes.

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1 Q. And you charge \$4000 for that?

2 A. From the beginning to end, pretty much,  
3 yes.

4 Q. Would you be able to break that down on  
5 your actual work that you do on these cases and what  
6 your billable hourly rate would be? Even on flat fees  
7 you have to do that, because you have to justify the  
8 fees as being reasonable.

9 A. Well, I think this fee is reasonable. But  
10 I don't think I have to --

11 Q. What makes it reasonable?

12 A. Find someone cheaper.

13 Q. What work are you doing? What legal work  
14 are you doing for clients that makes \$4000 that they  
15 pay to you reasonable? That's all I'm asking.

16 A. Because, first of all, our success rate.  
17 We are better than anybody.

18 Q. Okay. So sometimes we use outcome as a  
19 factor.

20 A. And so our expertise, our contacts, the  
21 people that we have, enable us to -- enable that  
22 modification to take place better than anybody. But I  
23 would add on that cost the fact that we are dealing  
24 with a very regulated and unfriendly atmosphere. There  
25 have been a lot of bad businesses, a lot of them. And

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1 so what they have caused is a very sour taste against  
2 our field of work. And so I would say that includes  
3 the fact that we are going to have to give a lot more  
4 money back than most lawyers. We are going to get a  
5 lot more complaints than most lawyers. So yeah, I  
6 think you calculate all those factors in, I think the  
7 \$4000 is reasonable.

8 Q. So the fact that you might have to give  
9 somebody a refund for services, you calculate that into  
10 your fee?

11 A. Yeah. Because, unfortunately, they can  
12 make -- there are too many regulatory agencies they can  
13 go to. And it makes it very hard, the -- they have  
14 fifty attorney general offices that enforce, you know,  
15 no modification charges that they can complain to. And  
16 what happens when they complain, then I have to deal  
17 with all those and face potentially -- been able to win  
18 so far. But face, potentially, individual liability  
19 costs on these type of things. So I would say that's  
20 one of the factors.

21 We are dealing with -- if you can imagine  
22 the worst clients, ours are the worst; the ones that  
23 complain the most, the ones that will figure out ways  
24 to try to cheat out of paying their bills the most. We  
25 have those clients. It's like a bankruptcy attorney

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1 who would operate under a "pay me once you can" type of  
2 arrangement. It is just not going to happen very well.

3 Q. Okay. Some of the reasonableness factors  
4 we have covered. But usually there's -- the one that  
5 we mainly look at is what work did you actually do.  
6 And the way you show that, at least to our office, is  
7 by billable hour statements, invoices that are sent  
8 detailing what work is done, and how much the person is  
9 going to have to pay. Or even correspondence that you  
10 personally sent out; if you have appeared in court; if  
11 you have talked to the person in your office. Do you  
12 have anything that shows any work that you personally  
13 did on these cases?

14 A. No. I didn't know the rules required  
15 that.

16 Q. Okay.

17 A. Maybe you do, but I didn't know the rules  
18 did.

19 Q. Okay.

20 A. And if they do require it, I would  
21 institute it that all those things are tracked. But  
22 unfortunately it's one of those things where you try to  
23 keep costs low. When you deal with a lot of clients,  
24 it's cumbersome and requires you to hire more people to  
25 do that.

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1 Q. Do you understand that flat fees need to  
2 be put into the trust account until they are earned?

3 A. I understand the trust account rules, yes.  
4 But these fees have always been earned immediately.

5 Q. How are they earned immediately?

6 A. Because we start the work immediately. I  
7 mean, we submit the QWR immediately, usually before  
8 they even hand us a payment. So it's for services as  
9 they are being performed.

10 Q. Okay.

11 A. Fees earned.

12 Q. But you can't show us what services are  
13 being performed or have been performed by the time you  
14 receive the money, can you?

15 A. No. I don't keep track of those hours.

16 Q. Okay. Shannon Martinez says she is a  
17 paralegal. Is she really a paralegal at your firm?

18 A. Yeah. She handles a lot of legal matters.

19 Q. At your firm?

20 A. Yeah.

21 Q. She works for you?

22 A. She is not technically an employee, but  
23 yeah, I work with her on a near daily basis.

24 Q. So "technically" meaning you pay her from  
25 your firm and she is an employee. But she is not.

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1 A. No.

2 Q. Okay. Do you know if she is a paralegal  
3 for sure?

4 A. I would consider her a paralegal.

5 Q. Have you ever seen her paralegal  
6 certificate?

7 A. I didn't know you had to have a paralegal  
8 certificate to call yourself a paralegal.

9 Q. Who does she work for?

10 A. American Home Loan Counselors would  
11 probably be her primary one.

12 Q. Okay. Jenna Adams, do you know who she  
13 is?

14 A. I don't recall.

15 Q. Does she work for Preferred Law  
16 technically?

17 A. She is probably one of the advisors. We  
18 have a lot of advisors, people that do the day-to-day  
19 work for American Home Loan Counselors. So she was  
20 probably one of those.

21 Q. Okay. So who answers e-mails at  
22 PreferredLawteam.com? Where do those go? Where do  
23 they come into so that somebody can respond? Is that  
24 your office?

25 A. Yeah.

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1 Q. You answer those?

2 A. It doesn't come to me. I would assume  
3 Bobbi, but I actually don't know. I don't know  
4 offhand.

5 Q. Okay. So how would Jenna get that e-mail  
6 if she doesn't work for the Preferred Law team?

7 A. Well, it's how her e-mail is set up.

8 Q. So they just use your name and set it up  
9 so it kind of looks like they work for Preferred Law?

10 A. They just use the Preferred Law Team.  
11 Like I said, it's kind of a combination effort between  
12 Preferred Law and American Home Loan Counselors. I  
13 think that word "team" kind of states that.

14 Q. Okay. And then it states down there in  
15 the first paragraph, "The original package we received  
16 at Preferred Law," so meaning she is representing to  
17 Cindie that she works at Preferred Law, right? Do you  
18 see that?

19 A. I think it speaks for itself.

20 Q. Yeah.

21 A. You can interpret it any way you want.

22 Q. She is representing that she works at  
23 Preferred Law, isn't she?

24 A. That's your conclusion. I would say no.

25 Q. Do you think a client would say that when

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1 they see this? "The original package we received at  
2 Preferred Law." Don't you think the client might think  
3 that?

4 A. A lot of that has been cleaned up where  
5 they understand, you know, that they are coming from  
6 American Home Loan Counselors. There was,  
7 unfortunately, quite a bit of confusion as we were  
8 setting these up that made it into the minds of some of  
9 the representatives at American Home Loan Counselors,  
10 and it angers me that I see that, and it shouldn't have  
11 happened. But most of that has been cleaned up now,  
12 and it doesn't happen.

13 But in that case I still think "the  
14 Preferred Law team" was broad enough to entail that we  
15 were going to be working with American Home Loan  
16 Counselors and other entities, as it was stated in the  
17 fee agreement.

18 Q. Okay. Let's look at the next document.  
19 And my only question on this is it says up at the top  
20 that there's a billing department at Preferred Law. Is  
21 there actually a billing department at Preferred Law?

22 A. Yeah. We have a couple people in charge  
23 of billing or something.

24 Q. At your office, Preferred Law office?

25 A. Well, I don't pay them a W-2 but I can --

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1       yeah, they handle all the payments.

2               Q.       Who do they really work for, though?

3               A.       Their W-2 would probably come from  
4       Modification Review Board.

5               Q.       The next document, I was curious because  
6       at the bottom it says "2016 Preferred Law Team." So  
7       are you still representing to people there's a  
8       Preferred Law team?

9               A.       Yeah.

10              Q.       Okay. All right. The next one is a  
11       Modification Review Board, and this is a letter that  
12       was in September to Eric Trager.

13              A.       I'm at the end of my document.

14              Q.       I'm sorry. It's the next exhibit.

15                      MR. SACKETT: Can we take a short break?

16                      MS. TOWNSEND: Yeah.

17                      (Break taken from 11:28 to 11:30 a.m.)

18                      (EXHIBIT 4 WAS MARKED.)

19              Q.       This is Exhibit 4. So this is a document  
20       from Modification Review Board that was sent to your  
21       client, Eric Trager, right?

22              A.       Yes.

23              Q.       And he was a client of yours and Preferred  
24       Law, right?

25              A.       Yes.

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1 Q. And it says, "Modification Review Board  
2 guarantees that a modification will be secured for you  
3 conditioned upon the following." Did you know that  
4 Modification Review Board was guaranteeing that?

5 A. I found out shortly after this about this  
6 letter that was going out, and I demanded that it stop.  
7 But I will stand behind it, so to speak. But this was  
8 what Jonathan Hanley wrote.

9 Q. Okay. But you talked to him about it?

10 A. (Witness nods head up and down.)

11 Q. Okay. And it says Jonathan Hanley,  
12 general manager, Modification Review Board. Is that  
13 what he is over there?

14 A. Sure.

15 Q. Okay. Just by the way, does he do payroll  
16 for Modification Review Board and for American Home  
17 Loan Counselors?

18 A. Yes. His wife.

19 Q. And does he also do the payroll for you?

20 A. Yes.

21 Q. So he pays you, right?

22 A. Yeah.

23 Q. And you submit to him something saying, "I  
24 did this amount of work," or, "I worked on these  
25 cases"?

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1           A.     It's all verbal. He knows which clients  
2 we have.

3           Q.     He brings the clients in and --

4           A.     Because he helps manage American Home Loan  
5 Counselors, so he is there on a daily basis.

6           Q.     Okay. Does he send you the same amount of  
7 money every month?

8           A.     Yes.

9           Q.     Or is it weekly?

10          A.     Weekly. Like I said, it's about \$2000 a  
11 week.

12          Q.     And he just sends you that flat out?

13          A.     Yes.

14          Q.     Do you submit a W-4 so that he can take  
15 taxes out of that?

16          A.     I'm not an employee. No.

17          Q.     Okay. So is it --

18          A.     It's an independent contractor basis.

19          Q.     Okay. So you have a 1099 at the end of  
20 the year?

21          A.     Yes.

22          Q.     And he does that from Modification Review  
23 Board? Is that who is hiring you?

24          A.     You keep saying Jonathan. It's more  
25 Sandra.

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1 Q. But that would be the company that's  
2 paying you, Modification Review Board?

3 A. Yes. It's just how we started it off, and  
4 it has kind of continued that way. I wonder if that's  
5 not the best way to do it, but it works right now.  
6 Maybe it could be cleaned up.

7 Q. Okay. Let's go to the next one which is  
8 the same letter but sent on Preferred Law letterhead.  
9 You see that?

10 A. Yes.

11 Q. Did you approve this?

12 A. No.

13 Q. Draft this?

14 A. No.

15 Q. Have anything to do with this?

16 A. No. But again, I will stand behind it.  
17 But no, I didn't.

18 Q. And it's another guarantee of a  
19 modification.

20 A. Yeah.

21 Q. And this one was sent to the Dodds.

22 A. Yes.

23 Q. In Tennessee, right?

24 A. It appears so, yes.

25 Q. Okay. And it says here Jonathan Hanley,

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1 general manager of Preferred Law.

2 A. Yeah.

3 Q. Did you know he was representing to people  
4 that he was Preferred Law?

5 A. No.

6 Q. Did it shock you when you found out?

7 A. But, I mean -- yes, I was very angry and  
8 we got that changed. But in this case, he is an office  
9 manager at Preferred Law. It's just this was not what  
10 we should have done, so ...

11 Q. So he is the office manager for Preferred  
12 Law?

13 A. Yeah. I consider him an officer manager,  
14 yes.

15 Q. But he does it from the Modification  
16 Review Board company, right? I mean, he doesn't fill  
17 out paperwork for Preferred Law as far as tax things?

18 A. No.

19 Q. And a general manager managing your --

20 A. No. I'm the owner/manager of Preferred  
21 Law, but I also consider him as a lower level manager.

22 Q. Of your law firm?

23 A. Yeah. Law office.

24 Q. Okay. So the next one is the fee and  
25 representation agreement. I just want you to take me

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1 through this a little bit. I'll ask you a few  
2 questions. I think I already asked this but it says --  
3 and this is a fee agreement for legal fees, right?

4 A. Correct.

5 Q. Legal services.

6 A. Yes.

7 Q. With your law firm, right?

8 A. Yes.

9 Q. And then you say down here, "In  
10 consideration of the promises and covenants of the  
11 parties to this Agreement, the above-named borrower,"  
12 known as "borrower," "and Preferred Law hereby agree as  
13 follows." Why would you say "borrower" instead of  
14 "client"?

15 A. It might have been changed by now, but we  
16 just used "borrower" because that was how the banks  
17 understood them, as the borrower. That's how they  
18 always referred to them. So that verbiage was  
19 initially used. I didn't see an issue with it. It's  
20 just how they were referred to.

21 Q. Why would the banks ever see this document?

22 A. They wouldn't. It's just how the -- it's  
23 just how -- you know, yeah, it doesn't make -- I don't  
24 have a great explanation. It's just one of those  
25 things I overlooked when drafting this. In the other

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1 agreement I probably pulled it from the authorization  
2 agreement, pulled the language or something, and didn't  
3 really change the names. Maybe that's why I did it. I  
4 don't recall.

5 But on the one it's an authorization and  
6 there they are known as the borrower, and that is seen  
7 before the bank. Here I might have said, "I'll go with  
8 the same language and use 'borrower' again." But in  
9 retrospect maybe, that should be "client."

10 Q. You used fee agreements in your work  
11 before you started doing loan modification, right?

12 A. Yes.

13 Q. And it was always a client/attorney  
14 agreement?

15 A. Yeah.

16 Q. Okay. In paragraph number one, at the  
17 last line of that first paragraph, it says, "All fees  
18 will be charged monthly but will never exceed the  
19 amount chargeable for work that has already been  
20 completed by Preferred Law." What does that mean?

21 A. It means that the fees have to be earned.

22 Q. Well, how would you know that if you are  
23 just billing people monthly --

24 A. Well --

25 Q. -- a set amount. How would you know how

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1 much work --

2 A. To me the biggest fee that we have is  
3 submitting the qualified written request and taking on  
4 the representation. By doing that, that's kind of one  
5 of the primary things they are paying for. And since  
6 that is done at the beginning, it is more they are just  
7 paying for past services. But the continued services,  
8 they still go on. But the most billable things happen  
9 right at the beginning.

10 Q. So why don't you take the whole \$4000 and  
11 put it in your operating account?

12 A. It's easier for clients to not come up  
13 with a lump sum. It just seemed easier.

14 Q. Okay. But you wouldn't be able to say  
15 what exactly -- what work was done exactly that month  
16 that they are paying for?

17 A. No. Other than when the qualified written  
18 request was sent off. And those things are tracked,  
19 but my personal billable hours are not.

20 Q. How many hours does it take to do one of  
21 those qualified documents?

22 A. Not much. It's more of a standard form.

23 Q. Okay. So give me a ballpark: An hour to  
24 draft that up and mail it off?

25 A. Sure. An hour.

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1 Q. Okay. What's your billable hour rate?

2 A. I don't maintain one.

3 Q. What was it before you started doing this  
4 kind of work?

5 A. Approximately \$200, \$225.

6 Q. Do you think that's what you're worth now?

7 A. Well, it depends. I mean, how I came up  
8 with the services was based on how much work goes into  
9 it with respect to like a probate. My last office  
10 where I worked with Ms. Canning, we charged \$4000 for a  
11 probate. It's a similar amount of work that I'm  
12 performing and it's with much more potential for crummy  
13 clients to sue you. So no. That's how I judged how  
14 much it would be worth is based on past probates.  
15 Probate forms are very standard. It takes me an hour  
16 to prepare all the initial documents for filing a  
17 probate. Does that mean I can't charge \$4000 for it?  
18 I don't think so.

19 Q. You personally would have met with that  
20 client, though, and reviewed all of their estate  
21 information, right?

22 A. Generally.

23 Q. Or Ms. Canning would have.

24 A. Yeah.

25 Q. One of you.

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1 A. Yes.

2 Q. So what goes into that is reviewing all  
3 those documents, you personally talking to the client,  
4 and then drafting the appropriate forms.

5 A. In this case reviewing comes later.

6 Q. Okay. So on the next page, the paragraph  
7 that starts with "Preferred Law," it says, "Preferred  
8 Law only represents the borrower with respect to his or  
9 her federal rights." What does that mean?

10 A. You can't touch state law.

11 Q. How would you explain that to a client?

12 A. As it's stated here.

13 Q. You think they would understand this  
14 paragraph?

15 A. I would think so, yeah.

16 Q. Okay. "Borrower acknowledges that  
17 Modification Review Board, LLC and Preferred Law are  
18 entirely separate entities." You see that at the  
19 bottom of that paragraph?

20 A. Yeah. I think I put it a couple places.

21 Q. Yeah. What does it mean? Because they  
22 are not entirely separate.

23 A. They are entirely separate. I didn't want  
24 them to think that Modification Review Board and  
25 Preferred Law are the same company.

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1 Q. Why not?

2 A. Because they are not.

3 Q. You said the Preferred Law team includes  
4 all those people.

5 A. I said American Home Loan Counselors, but  
6 they are not the same company. But that's why I  
7 thought "team" seemed appropriate.

8 Q. Modification Review Board pays you, pays  
9 everything at Modification Review Board, pays the  
10 people at American Home Loan Counselors, but you are  
11 completely separate entities; is that what you are  
12 saying?

13 A. Yeah.

14 Q. And this is an accurate statement?

15 A. Yeah. Legally it's accurate.

16 Q. Well, explain that, because it seems like  
17 what you are trying to do is get around some of the  
18 statutes by doing this. Because over here isn't it  
19 true that Modification Review Board can do the  
20 modification stuff, but the federal stuff has to be an  
21 attorney and you have to keep it all separate with  
22 that?

23 A. No.

24 Q. Okay. Explain it to me.

25 A. It's under the MARS statute. Under MARS

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1     only state law firms can perform modification work. So  
2     I understood that when I read it and it was like, "Wait  
3     a second, we can't do any of this. But what can we  
4     charge for? We can still provide some service here  
5     that will be effective." And that's where the  
6     arrangement that we currently have came up with.

7             It's -- sure, there's laws that have been  
8     drafted that say you can't do this service. So we had  
9     to say, "Well, what can we do?" And so can we create,  
10    through federal laws, can we create that atmosphere  
11    that we can establish that a modification can take  
12    place? And my opinion, after reading through all the  
13    laws and everything was that, yeah, we could do that.  
14    In the end, it seems that some states disagree and some  
15    states said it was okay. Illinois said fine. A lot of  
16    the states said that was fine. A few of them are  
17    like -- they were angry about it. They don't like the  
18    idea that I figured out a way that we could charge a  
19    service that they were hoping to ban altogether, so to  
20    speak.

21            So yeah, they believe I figured out a way  
22    that we could charge for a service. I mean, if I could  
23    come out and say, "We hereby charge you to do these  
24    modifications," and all that stuff, I wouldn't have to  
25    go through a lot of these hassles and things. But we

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1 had to set it up in a way that I could charge for  
2 certain services. And in that case, it has really hurt  
3 our income, as well, because you can't go out there and  
4 advertise that you do modification.

5 Q. So the federal rights, what do you do to  
6 protect somebody's federal rights? What personally did  
7 you do, what services did you provide to that client?

8 A. You review the documentation. It's more  
9 about federal compliance with the modification  
10 procedures. And those are all federal laws.

11 Q. So you would have billed for reviewing the  
12 federal law on each one of these cases?

13 A. Yeah.

14 Q. Over and over and over again.

15 A. No. Reviewing their file to make sure  
16 that everything is happening correctly with the lender.  
17 They have to meet certain standards.

18 Q. Like what?

19 A. A whole slew, a whole bunch of things on  
20 the notices that are required. The information, the  
21 numbers involved with obtaining a modification are all  
22 based on federal laws. Things like that.

23 Q. Okay. And how long does it take you to do  
24 that analysis for one case?

25 A. A couple of hours.

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1 Q. Okay. So two hours. And so you don't do  
2 anything with those forms because those are state law,  
3 right? The forms that we just talked about, the  
4 qualified filling out the forms.

5 A. That's federal law.

6 Q. How do you distinguish it? You are  
7 sending it to a bank. How is that --

8 A. It's only based on federal law. It's not  
9 a state request. It's all required under federal law.

10 Q. Okay. But the loan modification stuff is  
11 not federal law.

12 A. Yes, it is.

13 Q. Okay. So tell me what the state part is  
14 that you're not allowed to do.

15 A. Charge for modifications.

16 Q. So you're not charging for the  
17 modification --

18 A. Without a license. Without a state  
19 license.

20 Q. You are charging for what?

21 A. Federal legal services.

22 Q. Which are what?

23 A. Making sure everything happens in  
24 compliance with federal law.

25 Q. But anybody who is doing the modification

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1 paperwork is fine to do that without a lawyer, without  
2 you.

3 A. As long as it's not charging the client.

4 Q. Why can't they charge a client?

5 A. That's where you run into state rules.

6 Q. If you are an attorney in that state you  
7 can do it, right?

8 A. Yeah. Actually, strangely enough, not  
9 always, no.

10 Q. But if I wanted to hire somebody in Utah  
11 to help me with a foreclosure, they could do all that,  
12 right?

13 A. With a foreclosure?

14 Q. With a modification.

15 A. In Utah, yes.

16 Q. They could do everything --

17 A. But not in a lot of states.

18 Q. But if I were to hire you and you were an  
19 attorney that didn't have a license in Utah, you  
20 wouldn't be able to do it and charge for it.

21 A. No.

22 Q. Okay.

23 A. Not under MARS.

24 Q. Okay.

25 A. But not under -- the state statutes vary.

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1 Q. So what you did here was put in this  
2 language for federal rights so you could charge for  
3 something that you wouldn't be able to charge for  
4 normally?

5 A. I can charge for those -- you are  
6 rewording it wrong. I can charge for those federal  
7 services. I can legally federally create an atmosphere  
8 in which that modification work can take place and be  
9 effective. So yes, I can charge for those.

10 Q. Okay. Let's read that next paragraph. It  
11 talks about the limited scope of the agreement. So it  
12 doesn't cover the commencement of actual litigation,  
13 right?

14 A. No.

15 Q. Tell me what this paragraph means, because  
16 I'm not following.

17 By the way, did you draft these retainer  
18 agreements?

19 A. Yes, I did.

20 Q. Did Jonathan Hanley have anything to do  
21 with this?

22 A. He might have reviewed it.

23 Q. Did he have one that he used from Compass  
24 Law and from before?

25 A. I might have used parts of -- I can't

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1 recall. It's been quite a few years. But I might have  
2 used part from a Compass Law agreement. I don't  
3 recall.

4 Q. Okay. Go ahead with explaining that  
5 paragraph.

6 A. It is what it is.

7 Q. Okay. It says, "Preferred Law litigation  
8 attorneys are licensed to litigate in the states of  
9 Utah and Texas," and it says "attorneys." Are there  
10 any other attorneys at Preferred Law?

11 A. Well, at the time, Omar could have -- he  
12 said he would probably be willing to work with us on a  
13 part-time basis and stuff when that was drafted. But I  
14 should actually -- no.

15 Q. This is on 1-15-2013.

16 A. Yeah.

17 Q. Okay.

18 A. So it shouldn't say "S." Probably should  
19 change that until we get someone else hired.

20 Q. Because you are the one in Utah and Texas,  
21 right?

22 A. Yes.

23 Q. And then it says, "But may work with  
24 co-counsel in other states in which affiliated  
25 attorneys are present." What does that mean?

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1           A.       That we will work with -- if, for whatever  
2       reason, we have to hire another lawyer, we will hire  
3       them out. We had affiliates at one time, not like  
4       contractual affiliates but other attorneys that we can  
5       call for state-related issues.

6           Q.       Do you know in what states you have  
7       affiliates?

8           A.       I can't recall. But the name of it -- we  
9       belonged to a service that was kind of "of counsel"  
10      service type situation. It was some service that we  
11      belonged to where we could find quick lawyers for doing  
12      this type of service.

13          Q.       Okay. Let's look at (d) on the next page.  
14      Here it says, "Borrower agrees that Preferred Law makes  
15      no guarantee. In the event the Borrower breaches this  
16      provision --"

17                 MR. SACKET: Where are we?

18                 MS. TOWNSEND: On (d) the next page.  
19      Little D.

20          Q.       (By Ms. Townsend) What does that mean?  
21      Is that just with respect to the chargeback you make no  
22      guarantee, or what does that mean?

23          A.       We were saying that we make no guarantee  
24      of the effectiveness of the service.

25          Q.       Okay. And then it says, "Borrower agrees

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1 that liquidated damages of \$250 shall be applied to  
2 Borrower's account." What's that for?

3 A. That's if they do the chargeback. Just a  
4 deterrent. We have never done anything with that.

5 Q. Because do you think that's ethical under  
6 the Rules of Professional Conduct to have that in  
7 there?

8 A. I don't know of a rule that prohibits it.

9 Q. Well, is it a fee that's actually going to  
10 be incurred?

11 A. Yes. Because of the amount of work that  
12 goes into having to fix that.

13 Q. So it would be attorneys fees.

14 A. Uh-huh (affirmative).

15 Q. Okay. In addition to the \$4000 that you  
16 have already charged?

17 A. Yes.

18 Q. And then in paragraph 4 it says, "Upon  
19 withdrawal, Preferred Law shall be entitled to any and  
20 all fees earned to that point, including fees necessary  
21 to close Borrower's account, and shall return any and  
22 all unearned fees to the Borrower." And didn't you  
23 already say that the fees are already earned when you  
24 receive them?

25 A. Yes.

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1 Q. So you wouldn't really be returning  
2 anything unearned to anyone, would you?

3 A. No.

4 Q. Okay. But you haven't been able to --

5 A. I might want to pull that from the form.

6 Q. Okay. But let's say they fire you and you  
7 didn't get all the work done for that month, would you  
8 return the unearned fees?

9 A. It wouldn't be a month. They are  
10 happening within -- before days. But no. I mean, we  
11 don't take money up front, usually. And if we do, I  
12 try to make sure that goes into the trust account.

13 Q. Okay. That was my next question. So the  
14 money that you receive up front would go in your trust  
15 account until earned, right, pursuant to the rules?

16 A. Yes. But it didn't apply with those three  
17 clients that are at issue right now.

18 Q. It didn't apply?

19 A. No.

20 Q. Why not?

21 A. Because the fees were earned.

22 Q. Yeah. Well, you've said that. But you  
23 haven't been able to show how they were earned exactly.

24 A. Submitting the qualified written request.  
25 It's in the notes when those were sent.

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1 Q. I read those. But you have told me here  
2 today that you did two hours of work on the federal  
3 stuff. And your billable hour rate is let's say \$200  
4 an hour, because it's easier for me to do it that way.  
5 So that would be how much? Two hours times \$200 --

6 A. But again, these are flat fees.

7 Q. Let me finish my question.

8 A. Okay.

9 Q. That's \$400. And you're charging people  
10 \$4000 for your legal services. So you can see where  
11 people might not think that you've earned that, right?

12 A. You want me to conjecture about what other  
13 people think? I don't think that's unreasonable, as  
14 all lawyers -- it is very customary to charge flat fees  
15 for many services.

16 Q. Flat fees also have to be reasonable under  
17 Rule 1.5. Do you know that?

18 A. Absolutely.

19 Q. Okay. And you have to earn them. And  
20 flat fees need to go into the trust account until they  
21 are earned. Are you aware of that?

22 A. Yes.

23 Q. Okay. So number 7, you don't guarantee  
24 any success, but you have already guaranteed to these  
25 people that you are going to get them a modification,

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1 right?

2 A. Like I said before, that wasn't with my  
3 approval. But I would say that that would override  
4 that, under contract law. That that particular one-  
5 page agreement would override the fee agreement.

6 Q. Okay. So the guarantee hold in those  
7 cases. You have guaranteed.

8 A. Yes.

9 Q. Even though this says that you haven't.

10 A. Yeah. Because that's our standard  
11 provision. But I would say the particular would  
12 override the general.

13 Q. Okay. So let's' look at number 8,  
14 Limitation of Liability. It says, "Borrower has  
15 expressly waived any right to claim damages against  
16 Preferred Law." Do you see that?

17 A. Uh-huh (affirmative).

18 Q. Why is that in there?

19 A. Well, mostly for a deterrent.

20 Q. A deterrent?

21 A. Otherwise -- because the nature that's  
22 involved here, that with a modification service, that a  
23 lot of people -- when I say "a lot," a handful of  
24 people are going to lose their homes. No matter what  
25 you do, a handful of people are going to lose their

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1 homes in the end. And when someone loses a home they  
2 become very angry and will sue for everything.  
3 Hundreds of thousands of dollars over just this one  
4 service. And so that's why that was in there is to try  
5 to deter that from happening.

6 Q. Do you know if it's ethical under the  
7 rules to put a clause like this in your fee agreement?

8 A. I believe it is if they represent that  
9 they have independent counsel making that agreement.

10 Q. And I see where you've put that in here.  
11 "Borrower acknowledges that he or she has had adequate  
12 time to seek independent counsel and is now currently  
13 represented in making this agreement in limiting  
14 Preferred Law's potential malpractice and other  
15 liability to the Borrower." Did you personally check  
16 to see if these people had seen independent counsel and  
17 were currently represented by independent counsel when  
18 they signed this?

19 A. No.

20 Q. Okay. So you don't know whether they did  
21 or not.

22 A. All I can do is go off of that they signed  
23 it and agreed.

24 Q. Do you think most people would understand  
25 what this means, most lay people who are not lawyers

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1 would understand what they are giving up here?

2 A. I assume so, yes.

3 Q. Okay. Do you know if the Dodds, when they  
4 signed this, had other representation?

5 A. No. I don't know if any of those clients  
6 had independent representation.

7 Q. Okay. And then in 16 you had that again.  
8 "Borrower acknowledges and represents that he or she  
9 has had reasonable opportunity to seek independent  
10 legal counsel and is currently represented." Why would  
11 you put that in there?

12 A. So that it's very clear. I put it in  
13 there twice deliberately so there is no confusion.

14 Q. Why didn't you ask them who their current  
15 representative was, who their counsel was, and have  
16 that person sign this agreement? Wouldn't that be a  
17 better way to do this?

18 A. Potentially, yeah.

19 Q. Because most likely the client didn't even  
20 read this, right?

21 A. I hope that they read it.

22 Q. Yeah. If they read it, they probably  
23 would have asked you a question and said, "Am I  
24 supposed to have representation right now?" Did  
25 anybody ever ask you that?

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1 A. No.

2 Q. Let's go on to the addendum, which is the  
3 next document. And this is where you say that it's a  
4 limited services agreement. What does that mean?

5 Oh, this is just the addendum to what you  
6 call your retainer agreement is a limited service  
7 agreement?

8 A. Yeah.

9 Q. Okay. It says no up front fees are  
10 required, and that services are due upon completion of  
11 each phase. How would the client know when each phase  
12 was complete and that the work was done?

13 A. I assume talking with their representative  
14 from American Home Loan Counselors to make sure that  
15 everything has been done.

16 Q. And exactly what work, if you can remember,  
17 is done in each phase, and by whom?

18 A. I don't recall on any of these clients.

19 Q. Okay. I know you have given us the notes.  
20 If you went through those, could you tell us what work  
21 was done in each phase and how much time was involved  
22 and those things?

23 A. Just what's there from our purposes would  
24 be when this qualified written request was submitted,  
25 those kinds of things, those are tracked in all those

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1 notes. After that, no, it's not tracked on those.

2 Q. Okay. Let me just go on to the Phase 1.  
3 It says, "Initial consultation and review." Did you  
4 ever meet with any of these clients --

5 A. No.

6 Q. -- in an initial consultation?

7 A. No.

8 Q. Okay. So the first phase is \$974. It  
9 looks like each one is the same amount. Why would that  
10 be?

11 A. It's just kind of breaking down just a  
12 flat fee of what's happening with their file. So it's  
13 -- just took the \$4000 and just kind of broke it up  
14 into four parts.

15 Q. So you, as the -- I think you said you are  
16 supervising the people that are billing this time out,  
17 right? Or that are doing the work?

18 A. Yeah.

19 Q. With the exception of your initial review.

20 A. Yes.

21 Q. Okay. So are you making sure that all of  
22 these services are done before this money is collected?

23 A. Yeah.

24 Q. Okay. Personally on every file?

25 A. A lot of them. But also Bobbi makes

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1 certain about that, as well.

2 Q. Okay. Under the next page it says, "B.  
3 Purpose of Fees." It says, "Preferred Law's fees are  
4 separate from those of the Mortgage Assistance Relief  
5 Service." Who is that?

6 A. I believe that would have been fees to,  
7 like, American Home Loan Counselors if they were going  
8 to charge any.

9 Q. Do they charge?

10 A. No.

11 Q. How do they get paid?

12 A. They get paid through my office,  
13 essentially.

14 Q. For doing what?

15 A. The day-to-day work on the files.

16 Q. That's not included in the \$974?

17 A. No.

18 Q. Okay.

19 A. You can't charge for that service.

20 Q. So it's overhead at your office?

21 A. Legal experts, is what I would throw it  
22 under.

23 Q. Home loan people are legal experts?

24 A. Yes.

25 Q. How are they qualified as legal experts?

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1           A.     They are very -- they have a lot of  
2 expertise in this field of home loan modification.

3           Q.     And you consider that a legal field?

4           A.     I mean, it's like an expert witness. I  
5 didn't mean it like lawyer service. I mean like expert  
6 witness. Like paying a surveyor with respect to  
7 litigation involved with real property. Something like  
8 that.

9           Q.     So they are the loan service people. They  
10 do what daily on these files?

11          A.     Call the bank, call the clients, submit  
12 documents.

13          Q.     Okay. And so who are the people that earn  
14 the \$974 a month?

15          A.     All through the law office. That's just  
16 my service.

17          Q.     But you don't have any employees, so does  
18 that all go to you?

19          A.     Technically I guess yeah, it all goes to  
20 me.

21          Q.     For your two hours of reviewing the file?

22          A.     Sure.

23          Q.     So you collect \$974 per case a month --

24          A.     It's about --

25          Q.     -- up to about \$4000 --

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1 A. Yes.

2 Q. -- for doing two hours of legal work?

3 A. Yeah.

4 Q. How much does Jonathan Hanley make on each  
5 of these cases?

6 A. I would say something similar.

7 Q. Is there a percentage? He makes a  
8 percentage, you make a percentage?

9 A. No.

10 Q. So you get all of the \$974 a month?

11 A. No. I mean, it's distributed.

12 Q. How?

13 A. To all the employees and for marketing and  
14 all that.

15 Q. And who does that?

16 A. Sandra.

17 Q. Through your office. So you would have  
18 records of these disbursements to these other people  
19 from your law office?

20 A. Yeah. I think I would have those records,  
21 yeah.

22 Q. I think we asked for those. I would like  
23 to have those. All the disbursements on these cases to  
24 employees and --

25 A. It wouldn't be individual cases. It would

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1 all be lump sums. It is all combined.

2 Q. I'd like that maybe for the years that we  
3 are talking about here.

4 MR. SACKETT: Shortly after we do this,  
5 can you send me an e-mail?

6 MS. TOWNSEND: Yeah. I will do that. Let  
7 me write myself a note.

8 Q. (By Ms. Townsend) So it's -- would it be  
9 a monthly aggregate disbursement --

10 A. It would be aggregate.

11 Q. -- or weekly? You are paid weekly. Is  
12 everybody paid weekly?

13 A. It might be weekly. I don't recall. It  
14 comes from the merchanting accounts.

15 Q. It comes from what?

16 A. Merchanting accounts.

17 Q. Let's talk about that for a minute. These  
18 are the credit card accounts, right?

19 A. Yes.

20 Q. So that money comes into Preferred Law  
21 when people use their credit cards on these cases?

22 A. On those cases, those went to the other  
23 merchant accounts. On current cases, most of them come  
24 through a Preferred Law account.

25 Q. Okay. So you have one merchant account at

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1 your office?

2 A. Yes.

3 Q. Okay. And then does Jonathan Hanley have  
4 a merchant account?

5 A. I believe he still has the AM Property  
6 merchant account.

7 Q. Okay. So that's his account, where we saw  
8 some of that money went in there? AM Properties is  
9 his?

10 A. Yes.

11 Q. And the other one was FMG. Who has that  
12 one?

13 A. It was Jonathan's father, I believe.  
14 Father-in-law. Sorry.

15 Q. And what's his name?

16 A. Sandra's father. Fernando.

17 Q. Why would he be receiving any money on  
18 those cases?

19 A. He wouldn't receive the money. We used  
20 those account.

21 Q. Why?

22 A. Because those merchant accounts are kind  
23 of hard to set up.

24 Q. So when is the money transferred from his  
25 merchant account to your trust account?

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1 A. To the trust account?

2 Q. Yeah.

3 A. If it's going in the trust account, it  
4 goes in there immediately once it is processed by the  
5 merchant.

6 Q. And you wouldn't think you would need to  
7 go through somebody else's merchant account for that.  
8 That's why I'm struggling. I don't understand why you  
9 are using AM Properties or FMG on any of this when you  
10 have your own her merchant account.

11 A. Our Preferred Law -- I don't recall the  
12 exact day it was set up. But they put limitations on  
13 how much transaction you can do, on credit card  
14 transactions and things like that. So it couldn't be  
15 done all under the Preferred Law immediately. It was  
16 kind of a process.

17 Q. Okay. So there's a limitation on how much  
18 you can run through one of those in a day or week?

19 A. Yeah. Something like that.

20 Q. So the funds had to be run through other  
21 accounts?

22 A. Through the other merchant accounts, yes.

23 Q. Your legal fees for your legal work you  
24 are running through other people's merchant accounts?

25 A. Yes.

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1 Q. I just want to make sure I got that right.

2 A. But, of course, you are supervised. It's  
3 not like --

4 Q. How often do you supervise those accounts?

5 A. Not very often.

6 Q. Give me a ballpark. Once a week? Once a  
7 year?

8 A. Maybe once a month, maybe.

9 Q. Do you look at statements for each of  
10 those accounts?

11 A. Well, the other ones -- you mean currently  
12 or at this time?

13 Q. At that time.

14 A. I don't recall. I don't recall how often  
15 I looked at it. A few times, I guess.

16 Q. Doesn't Jonathan handle most of that, or  
17 his wife?

18 A. Jonathan and his wife.

19 Q. And you really didn't have much to do with  
20 it?

21 A. No. You are making sure it's being  
22 handled correctly, that's all.

23 Q. And what was Sandra's father's name?

24 A. Fernando.

25 Q. Fernando what?

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1 A. I don't recall his last name.

2 Q. The next one is Eric Trager's fee schedule  
3 here for Eric Trager, and the dates that his payments  
4 were supposed to be made. Can you just take me  
5 through, I think we have done this a little bit, but  
6 walk me through that \$650. Once he charges that, once  
7 that is charged, where does it go?

8 A. To one of those merchant accounts. I  
9 can't remember if it was FMG or AM Property.

10 Q. Or yours, maybe?

11 A. Or Preferred Law's.

12 Q. And then after that, so where --

13 A. Jonathan --

14 Q. It's got to go in a bank account.

15 A. Jonathan or Sandra would take that money  
16 and disburse it.

17 Q. Do they have bank accounts that they put  
18 the money in.

19 A. I'm sure.

20 Q. So their merchant account would be tied to  
21 whatever their bank account is?

22 A. Yeah.

23 Q. Do you know where they bank?

24 A. No.

25 Q. So you're supervising all this and you

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1 don't know what bank this money is going into?

2 A. Well, just as long as the distributions  
3 are happening.

4 Q. How do you know the distributions are  
5 happening?

6 A. You know, you meet with them all the time.  
7 People are being paid. You want to make sure everyone  
8 is getting paid.

9 Q. Do you look at bank statements?

10 A. At their bank statements, no.

11 Q. Do you look at your own bank statements?

12 A. No, not really.

13 Q. So the \$650, the first payment, let's say  
14 it goes -- this one goes to AM Property merchant  
15 account into Jonathan Handley's account. Then what  
16 happens?

17 A. It would probably go in like the AM  
18 Property account or something, and then be distributed  
19 to me, to Preferred Law, to the Modification Review  
20 Board.

21 Q. By check?

22 A. Or American Home Loan Counselors.

23 Q. By check?

24 A. Probably by wire.

25 Q. So wire transfers --

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1 A. Immediately.

2 Q. Into your operating or trust account?

3 A. It depends. It would just be operating  
4 account for all these clients.

5 Q. Okay. So no checks. And so you don't get  
6 like a payroll check for your services. You just get  
7 wire transfers into your account from Jonathan --

8 A. No. I get a check. Kind of like -- it's  
9 not ideal, but Modification Review Board is the one  
10 that sends the check to me. And most of these clients  
11 get a check from Modification Review Board. I'm sorry.  
12 Not clients, but most of the all of the employees get a  
13 check from --

14 Q. For Home Loan and for Modification for  
15 everyone?

16 A. Yeah.

17 Q. And Bobbi, too?

18 A. Yes.

19 Q. Does Bobbi just work for you or does she  
20 work for the other companies?

21 A. She is the primary manager for American  
22 Home Loan Counselors, but she also works for me. She  
23 wears both hats.

24 Q. Okay. I'm going to move on.

25 (EXHIBIT 5 WAS MARKED.)

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1 Q. Can you tell us what that is, what this  
2 lawsuit is about?

3 A. A suit from the Feachers against myself  
4 and several other entities like Jonathan and  
5 Modification Review Board, Preferred Law, et cetera.

6 Q. And why were you being sued by the  
7 Feachers?

8 A. I don't recall. Sued that they wanted  
9 money back. I can't recall if they lost their house.  
10 I don't remember.

11 Q. Were you representing yourself in this  
12 lawsuit?

13 A. Yes.

14 Q. And you can't recall what the claims were?

15 A. It's been a while. I mean, I could read  
16 through it. It's in the Complaint. You can read it  
17 yourself.

18 Q. I have read it.

19 A. Then ...

20 Q. I mean, if you know generally what it's  
21 about, that would be good to have on the record, since  
22 you were being sued.

23 A. I don't know. I haven't read this  
24 complaint in years.

25 Q. Okay. Do you know how the case was

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1 resolved?

2 A. Yes. We just settled with them.

3 Q. How much money did you pay them?

4 A. \$7000, I think.

5 Q. So you paid the Feachers \$7000 to settle  
6 the case. Do you know if Judge Furse made any or  
7 rendered any opinions with respect to your contract in  
8 this case?

9 A. Yeah.

10 Q. What did she say?

11 A. She rendered -- she found it unconscionable  
12 in the circumstance.

13 Q. Okay.

14 A. But it wasn't -- from her point of view,  
15 if I remember correctly, she said it was because they  
16 weren't independently verified that they had lawyers  
17 executing that contract.

18 Q. And that's the thing that we just went  
19 through on those contracts, right?

20 A. (Witness nods head up and down.)

21 Q. Do you still include that in your --

22 A. Yes, I do. I was actually in the process  
23 of challenging this with the appellate court. I'm not  
24 sure, I think we filed the paperwork for the appeal.  
25 And that's when they settled.

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1 Q. Well, didn't you pay them money?

2 A. I'm sorry?

3 Q. Didn't you give them the money?

4 A. The Feachers, yeah.

5 Q. Okay. Because it sounded like you were  
6 saying you were all set to appeal and they settled.

7 A. No. We appealed, and they didn't want to  
8 fight it in the appellate court, so they settled.

9 Q. So you offered them money so you wouldn't  
10 have to appeal? Okay. Let's look at number 6.

11 I think we are almost done.

12 (EXHIBIT 6 WAS MARKED.)

13 Q. Mr. Horton, are you aware of what this  
14 lawsuit is about?

15 A. Yeah. The Everts.

16 Q. You were being sued by Brian and Karyn  
17 Evert.

18 A. Yes.

19 Q. And it's Preferred Law Modification Review  
20 Board, American Home Loan Counselors, and you. Do you  
21 know what the claims are in this one?

22 A. Violation of, I believe, taking money for  
23 doing a modification or something.

24 Q. Okay. And do you know what the status of  
25 this case is?

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1 A. Dismissed.

2 Q. Why was it dismissed?

3 A. Because the judge found that they couldn't  
4 now raise this issue because of -- they have already --  
5 because the bank -- they didn't raise this issue at the  
6 bankruptcy court.

7 Q. Okay. Did you pay them any money?

8 A. No.

9 Q. Okay. Let's look at Number 7.

10 Are you aware of any other lawsuits that  
11 you are being sued in?

12 A. Right now there's -- I believe the Everts  
13 have just refiled in the federal court, which to me  
14 would be barred by res judicata. But that wasn't -- I  
15 believe they just filed.

16 Q. Any other ones?

17 A. I was sued in Kansas. I forget the name  
18 of the client, but it was small claims.

19 Q. And is that it?

20 A. And in Oregon, I think. Yeah, Oregon has  
21 a suit against us for performing modification in their  
22 state without a license.

23 Q. Is that against you personally or  
24 Preferred Law?

25 A. They included me personally, yeah, on that

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1 one.

2 Q. Okay.

3 A. And the other one was Connecticut.

4 Q. And is that the same thing?

5 A. The Connecticut one -- Oregon hasn't  
6 reached a hearing yet. The Connecticut one, we had a  
7 hearing. And strangely, the judge never ruled.

8 Q. And it's been a while, I take it?

9 A. Been a couple years.

10 Q. Okay.

11 (EXHIBIT 7 WAS MARKED.)

12 Q. The only reason I have this in here is  
13 because I wanted to know who Phillip Hanley was, and I  
14 think you might have already answered that.

15 A. Yeah.

16 Q. Did he work for Preferred Law?

17 A. Yeah, he did. Well, American Home Loan  
18 Counselors, pretty much. But yeah.

19 Q. When did he work for you?

20 A. Well, this was a few years ago. He was  
21 terminated approximately around this time.

22 Q. Around 2012?

23 A. Yes.

24 Q. What was he terminated for?

25 A. I believe he had some personal issues. It

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1 was personal issues. We had to remove him.

2 Q. Okay. He didn't mess up a case or  
3 anything?

4 A. It seems like he was having a harder time  
5 keeping pace with his clients and things. So he was  
6 taken out.

7 Q. Okay. What does "Case Manager, Litigation  
8 Division" mean?

9 A. I don't know. He shouldn't have put that  
10 there.

11 Q. So you didn't give him that title?

12 A. No.

13 Q. Okay. And I think I already asked you, he  
14 is not a lawyer, right?

15 A. No. He went to law school and graduated  
16 from Chicago, but he is not a Utah lawyer.

17 Q. Okay.

18 (EXHIBIT 8 WAS MARKED.)

19 A. Oh, this wasn't against me.

20 Q. Right. But I think you were representing  
21 Compass Law and Jonathan Hanley in this case.

22 A. Yes.

23 Q. And this is Cindy Price versus Compass  
24 Law. What is this case about?

25 A. It is about nonpayment for services, I

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1 think.

2 Q. And she worked for Compass Law, right?

3 A. Yeah.

4 Q. And it's on the second page, if you look  
5 at the Statement of Facts, it says she was an employee  
6 and she was a sales person and then a sales manager at  
7 Compass Law.

8 A. Yes.

9 Q. So my question is your law firm, you  
10 talked a little bit about sales people. Are some of  
11 those people sales people that work for Modification  
12 Review Board or American Home Loan Counselors? Are  
13 they considered sales people?

14 A. Yeah. Some of them in Modification Review  
15 Board are sales.

16 Q. What are they selling? I guess I don't  
17 understand what they are selling.

18 A. Our services.

19 Q. Okay.

20 A. And other services. I guess the services  
21 of helping them achieve their modification desires.

22 Q. Okay. But they are also selling your  
23 legal services, are they not?

24 A. Well, yeah, I guess.

25 Q. And it's true that most clients come to

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1 you, come to Preferred Law because you are a lawyer?

2 A. No. I would say most people come to  
3 Preferred Law because we have a pretty good track  
4 record.

5 Q. Okay. But do people generally go to a  
6 legal entity that does loan modifications, or would  
7 they just go to the Modification Review Board if it  
8 didn't say it was lawyers? Do you see what I'm saying?  
9 Do people --

10 A. I think they would go anywhere they could  
11 get that service done. I don't know how better to  
12 answer your question.

13 Q. But in the three cases that we have in  
14 your case, those people all went to you because you  
15 were a lawyer providing legal services, right?

16 A. In part, yeah. I would say yes, in part.

17 Q. And they thought they were getting --

18 A. But not Chvilicek.

19 Q. Why not?

20 A. Because that would have been Compass.

21 Q. Okay. Right. But they went to Compass  
22 Law for legal services?

23 A. I don't know what they did.

24 Q. Okay. It says on page 3 that her  
25 compensation arrangement was commissions. Is that

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1 similar to what you have at Preferred Law? Do you pay  
2 people commissions?

3 A. No. I mean, that's all arranged through  
4 Modification Review Board.

5 Q. Do you know if people are paid commissions?

6 A. I believe some of them are, yeah.

7 Q. Okay. And what --

8 A. Maybe half for salary, half for  
9 commission.

10 Q. What would that be based on?

11 A. The clients that come in and are approved  
12 and make payments.

13 Q. Okay. So if they can get somebody on  
14 board with Preferred Law and the person makes payments,  
15 then whoever sold them the package gets paid, right?

16 A. Yeah. Of course, they have to be  
17 approved, the client and everything. But if that was  
18 what they did, yeah. If they were the initial contact  
19 and worked with them, yes.

20 Q. Is that the only thing they do on the  
21 case?

22 A. I believe they talked to them about lots  
23 of different options and things that they can try.

24 Q. But they are the initial contact only.  
25 And then it moves on to someone else, I'm assuming?

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1           A.     Most of the time. A lot of times it comes  
2 through American Home Loan Counselors or something like  
3 that. And then in that case, it's Bobbi -- it would be  
4 Bobbi that would primarily explain our services for  
5 them. Or Shannon.

6           Q.     But the commission part, does that come  
7 out of the \$974 a month that comes in?

8           A.     It is paid to Modification Review Board  
9 for advertising. What they do with it, it's kind of --  
10 it's Jonathan's business.

11          Q.     But the advertising comes out of the \$974,  
12 too?

13          A.     Yeah. Advertising comes out of everything  
14 that's paid, yeah.

15          Q.     Okay. So the \$974 --

16          A.     Office overhead.

17          Q.     -- is not strictly for legal services for  
18 your law firm?

19          A.     Well, paying for advertising and overhead  
20 and all that stuff, so yeah.

21          Q.     Okay. So technically you wouldn't be  
22 earning that \$974 for performing legal services, would  
23 you, if part of it can go out for commissions, and  
24 parts of it can go to advertising?

25          A.     It seems all law offices pay for

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1 advertising.

2 Q. Yes. But the difference is you are saying  
3 these are fees that are earned on receipt because you  
4 did the legal work. You see what I'm saying?

5 A. No, I don't.

6 Q. Okay. The difference is other people take  
7 in legal fees, put them in their trust account, take  
8 out so much when they earn it. A portion of that. And  
9 then they pay their overhead out of their earned  
10 monies. You are not doing it that way.

11 A. Yeah. I mean, maybe it would be better if  
12 I did do it that way. When I initially looked at this,  
13 I read through the rules. I did. And I didn't see  
14 anything that prohibited that type of arrangement as  
15 long as the fees were earned.

16 Now, if it goes into a trust account, it  
17 is totally different. With a lump sum or something, it  
18 is going to a trust account until it is earned, so ...

19 Q. All right. Let's move on a little bit.

20 (EXHIBIT 9 WAS MARKED.)

21 Q. I will just represent to you that I think  
22 this is your operating account information from Bank of  
23 the West; is that right? It says Preferred Law  
24 operating account.

25 A. Yeah. I would assume that, too.

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1 Q. Okay. And the signatories on this account  
2 are you and Sandra Hanley.

3 A. Correct.

4 Q. Why would she be a signatory on your  
5 operating account?

6 A. So she can write checks, do whatever she  
7 needs to do, which she does very often.

8 Q. What does she need to pay out of your  
9 operating account?

10 A. Any sort of bills. I mean, she handles  
11 bills that come in the office. Rent.

12 Q. You don't do any of that?

13 A. No. She is the one that handles kind of  
14 the financial area. I don't write the checks very  
15 often. I write a lot of -- only when she is not in the  
16 office is when I write checks.

17 Q. Is she a W-2 employee of your firm?

18 A. No.

19 Q. How does she get paid?

20 A. She also gets paid -- I mean, well, she is  
21 paid through that Modification Review Board, I guess  
22 technically pays her.

23 Q. To run your law firm?

24 A. Yeah. Well, that would be a part of it,  
25 yeah.

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Benjamin Horton \* June 1, 2016

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1 Q. Okay. I just have marked a couple of  
2 pages in there. Let's look at the May 1 -- I think May  
3 1 might be the first one in there.

4 A. April 1st.

5 Q. April 1st. Okay. Let's look at April  
6 1st. Just take me through what these Global Pay items  
7 are.

8 A. I'm sure those would probably be merchant  
9 accounts. I don't know which ones they are.

10 Q. All right. So these are, since you said  
11 you didn't have any other clients, I'm assuming these  
12 are all loan modification clients.

13 A. Yes. Can't really call them all loan  
14 modification clients, but I understand what you're  
15 saying. Broadly speaking, yes.

16 Q. I don't want to speak for you. So what  
17 other kinds of clients do you have?

18 A. I would call them federal services clients.

19 Q. And you are calling them that why?

20 A. Because I can't charge for modification.

21 Q. Okay. But the clients signed up thinking  
22 they were getting a loan modification, right? And  
23 that's the service you were going to provide?

24 A. No. My representations are in the fee  
25 agreement, what they are getting, yeah. Do they want a

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Benjamin Horton \* June 1, 2016

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1 modification? Yes. But is it what the law office is  
2 providing? No.

3 Q. And that's what you guaranteed them,  
4 right? A loan modification?

5 A. Jonathan guaranteed that it would happen,  
6 yes.

7 Q. Okay. So the money comes in, and are  
8 these all merchant accounts?

9 A. Yes.

10 Q. Okay. \$88,000 this month, this one month,  
11 right, comes into Preferred Law? Did you ever see this  
12 bank statement?

13 A. If I want to.

14 Q. Do you ever look at them and go, "Wow,  
15 \$88,000 I earned this month"?

16 A. No.

17 Q. Because you said, didn't you, that you've  
18 earned all this money by doing the work already when it  
19 comes in. So once it hits your bank, it's your money.  
20 It's in your operating account.

21 A. Yeah, but I mean with high overhead,  
22 sure --

23 Q. What's your overhead?

24 A. -- it's meaningless.

25 Q. What's your overhead? You have a virtual

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Benjamin Horton \* June 1, 2016

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1 office, no employees.

2 A. You are paying all of American Home Loan  
3 Counselors. You are paying the advertising.

4 Q. You are not paying them, though.

5 MR. SACKETT: Let him finish his answer,  
6 please.

7 MS. TOWNSEND: Sorry.

8 A. I am paying them, technically. So yeah,  
9 it comes to me. Just might not go through my account  
10 initially. It might go through a merchant account to  
11 another account or something, but it's me paying them.

12 Q. So you did not earn these fees that come  
13 in from all these different clients?

14 A. What? I never said that.

15 Q. Well, if you earned it, then you would be  
16 able to keep this and not give it to someone else.

17 A. I'm under obligations, contractual  
18 obligations, to pay it out.

19 Q. Do you have those contracts?

20 A. I said they were all verbal.

21 Q. Okay. And I guess I misunderstood. I  
22 thought you said that John Hanley was disbursing all  
23 the money, and you were just receiving \$2000 a week.

24 A. Yeah. Jonathan and Sandra kind of handle  
25 that.

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Benjamin Horton \* June 1, 2016

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1 Q. But this goes into your operating account  
2 for your law firm.

3 A. Yeah.

4 Q. So you are technically disbursing all of  
5 these funds.

6 A. I agree.

7 Q. So let's look at May. And again, are  
8 these all funds that are taken in from borrowers, or  
9 clients that you call borrowers? Is that what this is?

10 A. Yes.

11 Q. Almost \$105,000 in a month. Do you see  
12 that?

13 A. Yeah.

14 Q. How much of that do you take home?

15 A. About \$2000 a week. At this time it was  
16 actually a little less.

17 Q. And where does the rest of it go?

18 A. Overhead. Advertising.

19 Q. How much do you pay in advertising a  
20 month?

21 A. A ton. Most of it, I guess. But then  
22 also the American Home Loan Counselors. I pay for all  
23 the employees.

24 Q. Go back to the advertising, please, and  
25 answer that. How much do you pay in advertising a

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Benjamin Horton \* June 1, 2016

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1 month?

2 A. It depends. It's never a set amount.

3 Q. Well, it has to be a set amount because  
4 you pay people a set amount for advertising.

5 A. I don't recall at this time exactly how  
6 much was paid.

7 Q. What kind of advertising do you do?

8 A. Well, Jonathan, he -- well, of course,  
9 you've got the internet advertising.

10 Q. How much does that cost?

11 A. I don't know. Jonathan handles that.

12 Q. So if I asked for those records, I could  
13 get them. How much he pays in advertising from your  
14 law firm, from your account, how much goes to  
15 advertising, how much goes to home loan investment and  
16 how much goes to whoever, I could get those records?

17 A. I presume.

18 Q. Okay. I believe I asked for those.

19 A. They wouldn't be from me, though.

20 Q. Well, it's going into your account. This  
21 money is going into your operating account. So checks  
22 are being written out of your operating account. You  
23 can see down here. Checks are being written somewhere  
24 out of your account, because you ended up with only  
25 \$11,000 in that month. So out of that account, \$99,000

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1     went somewhere.

2             A.     Yeah. So I'd like to see where that went.

3             Q.     Do you keep ledgers for each client?

4             A.     We provided everything we had on each of  
5     those clients.

6             Q.     I got notes, but I have never seen any  
7     ledgers where you --

8             A.     Per client.

9             Q.     -- keep track of transactions.

10            A.     I showed you what we have.

11            Q.     Okay. Do you keep a general ledger on all  
12     the transactions for clients?

13            A.     For all of them?

14            Q.     For your accounts.

15            A.     For global? You mean global, like all of  
16     them put together?

17            Q.     Yeah.

18            A.     Yeah, I guess.

19            Q.     Okay. I need to get a copy of that. Do  
20     you do it on QuickBooks or do you do it manually or how  
21     do you do it?

22            A.     With Smart Sheets or something like that.

23            Q.     Okay. I'll send you an e-mail on that.

24                    **(EXHIBIT 10 WAS MARKED.)**

25            Q.     And this is, I believe, your trust account

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Benjamin Horton \* June 1, 2016

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1 record.

2 A. Uh-huh (affirmative).

3 Q. Is that right?

4 A. Yes.

5 Q. It says Preferred Law, Utah Bar  
6 Foundation.

7 A. Yeah. I would assume.

8 Q. And you know what Utah Bar Foundation  
9 does, don't you?

10 A. I read it once, but I can't recall it  
11 offhand.

12 Q. They are entitled to all the interest on  
13 whatever is in your trust account, and then they pay it  
14 out to different groups so that they can keep those  
15 running. So you would pay interest on the money that's  
16 kept in your trust account, right?

17 A. (Witness nods head up and down.)

18 Q. And so on your trust account you are one  
19 of the signatories. And then again Sandra Hanley, why  
20 would she be on your trust account?

21 A. Just in case I need her to make a  
22 disbursement from it.

23 Q. And do you supervise every disbursement  
24 she makes out of your client --

25 A. A trust account? Yeah.

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1 Q. Do you sign checks with her in every case?

2 A. No, I don't think so.

3 Q. Do you know if you have separate colored  
4 checks so you don't get confused with your operating  
5 account and your trust account?

6 A. No, we don't have separate colored checks.

7 Q. Do you keep track of what is in your trust  
8 account?

9 A. Yeah. Not on a daily basis, but yeah.

10 Q. So we are going to look at April, May, and  
11 June of 2013 in your trust account, like we already  
12 looked at your operating account, just to see if any of  
13 that money went into your trust account. And let me  
14 have you verify for April if any of the client monies  
15 went into your trust account for April.

16 A. I don't know. \$3900?

17 Q. Do you know where that came from?

18 A. A client.

19 Q. Okay. So you would have a register that  
20 would show, or some sort of ledger that would show  
21 where that came from?

22 A. It wasn't from any of the three that are  
23 at issue. That's admitted.

24 Q. Okay. But do you have a ledger for your  
25 trust account, so we could see what went in and what

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1 was coming out? Bank statements aren't a very good --

2 A. That would seem to fall under  
3 attorney/client privilege. They are admitted, yes. We  
4 did not put those in other people's accounts. So you  
5 are asking for a record of another client's account, so  
6 I can't provide that.

7 Q. I don't think it's attorney/client  
8 privilege. It's just accounting information from your  
9 office.

10 A. Well, if you are asking who it came from,  
11 it would be.

12 Q. I'm asking where the money came in from  
13 and where it went to. So those checks, that wouldn't  
14 be any information that you talked to your client  
15 about. It is simply telling us how the money came in  
16 and where it went. So do you have a ledger that shows  
17 that for your trust account?

18 A. For the trust account? I presume. I'd  
19 have to look.

20 Q. Have you ever seen one?

21 A. No.

22 Q. Okay.

23 A. I never really --

24 Q. Usually it's the attorney that puts in the  
25 transactions.

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1           A.     I'm protective of the trust account. I  
2     try to make sure everything happens legitimately with  
3     that. None of the clients have claimed that I violated  
4     any trust account provisions. It's just, I don't  
5     understand what you are looking for. We already  
6     admitted they did not go into the trust account, and  
7     now you want more records on the trust account. I  
8     don't understand why.

9           Q.     I'm trying to get at how you do your  
10    accounting in your office, because there are some rules  
11    on supervision and it doesn't appear that you are  
12    supervising Ms. Hanley very well, or Mrs. Hanley.

13          A.     On the trust account?

14          Q.     Is she keeping track of the account?

15          A.     Of course.

16          Q.     Okay. And then how often do you look at  
17    the ledger that she keeps up, or keep track of what's  
18    going on in your trust account?

19          A.     Once every few months. You know. Six  
20    months or something. I don't know.

21          Q.     Okay. Let's look at the May one. We just  
22    looked at May in your operating account and you had  
23    over \$100,000 in client fees going into your operating  
24    account. If you look at this, it doesn't appear that  
25    any of that money went into your trust account, did it?

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Benjamin Horton \* June 1, 2016

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1 A. No.

2 Q. Okay.

3 A. Except maybe the \$4000.

4 Q. Well, that was already there from the last  
5 month, I think. Yeah. An ending balance of \$4000 from  
6 the previous month. So deposits were 34 cents, which I  
7 assume is interest, and then withdrawal was negative  
8 three cents. So I think it's fair to say, isn't it,  
9 that none of the client money went into your trust  
10 account?

11 A. Yeah.

12 Q. Can we take a short break. I think I'm  
13 done but I want to talk to Diane for a second.

14 MR. SACKETT: Okay.

15 (Break taken from 12:41 to 12:46 p.m.)

16 Q. You may have already answered this,  
17 Mr. Horton, but I just want to ask you again on the fee  
18 agreements, for the specific cases that we have here,  
19 the Trager, Chvilicek, and Dodd cases, did you meet  
20 with or talk with any of those clients over the phone  
21 to explain the fee agreement?

22 A. Not that I recall.

23 Q. Okay. Who would have done that?

24 A. Could have been any number of people.  
25 Maybe Bobbi. Maybe their representative, the first

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Benjamin Horton \* June 1, 2016

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1 contact with American Home Loan Counselors, whoever  
2 that was. I can't recall who that was on the notes for  
3 each of them.

4 Q. Have you ever trained either Bobbi or any  
5 of the other people on the aspects of the fee  
6 agreement?

7 A. Oh, yeah. Bobbi. We do a lot of that.

8 Q. So do you think she explained to them and  
9 verified that they had outside counsel?

10 A. I don't think she would verify like on  
11 each of those that they each had outside counsel, no.  
12 I don't think she did. I haven't ever told her to.

13 Q. Okay. Is it possible that somebody just  
14 sent them the fee agreement and they were kind of on  
15 their own to review it?

16 A. Is it possible?

17 Q. Yeah.

18 A. Yeah. It's always a possibility.

19 Q. Okay. That's all I have.

20 MR. SACKETT: I don't have anything.

21 (The deposition concluded at 12:48 p.m.)  
22  
23  
24  
25

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Benjamin Horton \* June 1, 2016

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REPORTER'S CERTIFICATE

STATE OF UTAH                     )  
   ) ss.  
 COUNTY OF SALT LAKE            )

I, Diana Kent, Registered Professional Reporter and Notary Public in and for the State of Utah, do hereby certify:

That prior to being examined, the witness, Benjamin Horton, was by me duly sworn to tell the truth, the whole truth, and nothing but the truth;

That said deposition was taken down by me in stenotype on June 1, 2016, at the place therein named, and was thereafter transcribed and that a true and correct transcription of said testimony is set forth in the preceding pages;

I further certify that, in accordance with Rule 30(e), a request having been made to review the transcript, a reading copy was sent to Attorney Gary Sackett for the witness to read and sign, and the original transcript will be delivered to Attorney Barbara Townsend for safekeeping.

I further certify that I am not kin or otherwise associated with any of the parties to said cause of action and that I am not interested in the outcome thereof.

WITNESS MY HAND AND OFFICIAL SEAL this 14th day of October, 2016.



*Diana Kent*  
 Diana Kent, CSR, RPR; CRR  
 Notary Public  
 Residing in Salt Lake County

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 (801) 532-3441



# **Attachment EE**

**In the Matter of the Discipline of**

**Benjamin R. Horton #11452**

**Third Judicial District Court**

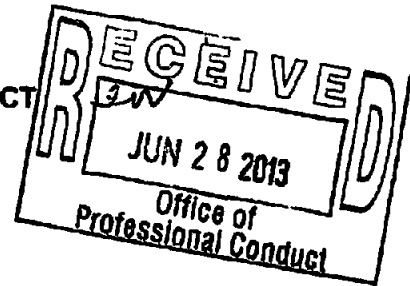
**Civil No. 140905954**

**Underlying OPC Case**

**#13-0413**

**Benjamin R. Horton /**  

OFFICE OF PROFESSIONAL CONDUCT  
 INITIAL COMPLAINT FORM  
 (Return to: 645 S. 200 E.  
 Salt Lake City, Utah 84111)



(please type or print legibly)

Attorney's Full Name: Benjamin R. Horton  
 Your Name: [REDACTED]  
 Address: [REDACTED]  
Huntingdon TX [REDACTED]  
 (City) (State) (Zip)  
 Phone Number: (Day) [REDACTED] (Night) Same

Date Attorney was Hired & Terminated (If terminated): 12-19-12  
 What He/She was Hired to do: PREFERRED LAW WAS HIRED  
TO PROCURE A LOAN MODIFICATION FROM CHASE  
FOR [REDACTED]  
 Total Fees Billed: \$900.00  
 Total Fees Actually Paid: \$120.00

Briefly describe what the attorney did or failed to do that you believe is unethical. A chronological explanation of the facts supporting your charge of misconduct is appreciated.

I was searching for help on line through  
the Making Homes Affordable Programs, as my  
home was in foreclosure. Preferred Law  
called immediately saying they could help with  
my problem. I ask if they were one of the  
government programs. I didn't get a clear  
answer. I explained I had been trying for a  
modification for over 2 years with EMC mortgage  
then Chase when they took over EMC. Also that  
I was very delinquent because they wouldn't  
accept any money. Preferred Law assured  
me they could work it out and I would  
get my modification with a reduced balance  
and a 2% fixed interest rate. They worked

with a particular Person at Chase. They faxed me 44 pages of satisfied customers AND was given a web sight to look at. On 12-19-12 I signed a Payment form. I faxed to them each time what they asked for. Rebecca Peace was first lady, then Wendy Kartchner & finally Jenna Adam was assigned to me. I would call & check how things were going. They wasn't for sure or it was in under writers. A day or two before 5<sup>th</sup> Payment was due, Jenna Adam called & said They could not help me, that I should think about calling, keep my Term Home Program, or do a short sale on my home. Chase had informed them my past due amount was too great. I have not received anything in writing from them. The TN Attorney General's Office in Nashville, TN, Mr Matt Palle, has contacted me about this. I am enclosing copies of Payments that was drawn from my checking account, & their Payment form. I know I was greatly mis informed. I am asking you to please help me. IF I do not retrieve my money, please dont allow this to happen to some one else. I AM 69 years old AND feel I WAS TAKEN. THANK YOU FOR LISTENING.

Sincerely,

[REDACTED]  
Huntingdon, TN [REDACTED]  
[REDACTED]



\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Provide names, addresses, and phone numbers of any witnesses to support your allegations of misconduct:

I HAVE NO ONE TO SUPPORT MY ALLEGATIONS MY HUSBAND  
WORKS AWAY FROM HOME ONLY HOME ON WEEKEND.  
PAPER WORK IS ALL I HAVE.

Enclose copies of all supporting documents (i.e. fee agreements, payment receipts or cancelled checks, letters, court documents with case number, etc.) Include only those documents which support your allegations of wrong doing.

VERIFICATION:

I hereby attest to the accuracy of the information contained in this complaint.



Signature

6-25-13

Date

SUBSCRIBED and SWORN to me before this 25 day of June, 2013

Darlene Kirk

Notary Public

Residing in Carroll County, Utah TN

My Commission Expires:

09/01/2014



December 18, 2012

[Redacted]  
[Redacted]  
Huntingdon, TN [Redacted]

Preferred Law guarantees that a modification will be secured for you conditioned upon the following requirements:

1. All documents needed will be returned when requested by the deadlines given
2. There will be no changes to your current circumstances
3. All payments are made on time per the Payment Schedule
4. The information given is accurate and complete

  
Jonathan Hanley  
General Manager

8081 South 700 East, Suite 110, Sandy, UT 84070 Phone: 801-386-5100 Fax: 888-224-6524

## STATEMENT



19510 Main St. W.  
Huntingdon, TN 38344  
(731) 986-4401

ACCOUNT:  
DOCUMENTS:

PAGE: 2  
01/15/2013

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McLemoresville • Huntingdon • McKenzie • Camden • Milan • Bradford

## FREE CHECKING ACCOUNT

## OTHER DEBITS

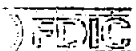
DESCRIPTION	DATE	AMOUNT
FMG PARTNERS LLC FMG-M4880655429	12/26	1,000.00
[REDACTED]	[REDACTED]	[REDACTED]

## ITEMIZATION OF OVERDRAFT AND RETURNED ITEM FEES

	TOTAL FOR THIS PERIOD	TOTAL YEAR TO DATE	PREVIOUS YEAR TOTAL
* TOTAL OVERDRAFT FEES:	[REDACTED]		
* TOTAL RETURNED ITEM FEES:	[REDACTED]		

## DAILY BALANCE

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



0008

PX20 - 905





## Utah State Bar

Office of Professional Conduct  
645 South 200 East, Suite 205 • Salt Lake City, Utah 84111-3834  
Telephone: (801) 531-9110 • FAX: (801) 531-9912  
E-mail: [opc@utahbar.org](mailto:opc@utahbar.org)

Billy L. Walker  
Senior Counsel

Todd Wahlquist  
Deputy Senior Counsel

Diane Akiyama  
Assistant Counsel

Adam C. Bevis  
Assistant Counsel

Sharadee Fleming  
Assistant Counsel

Barbara L. Townsend  
Assistant Counsel

July 3, 2013

Benjamin R. Horton  
8180 S 700 E  
STE 110  
Sandy UT 84070

Re: Informal Complaint Against Benjamin R. Horton  
OPC File No. 13-0413

Dear Mr. Horton:

This is to notify you that the Utah State Bar's Office of Professional Conduct ("OPC") has received a Notarized and Verified Informal Complaint from [REDACTED] [REDACTED]. A copy of the informal complaint is enclosed. We recognize that having our office involved in matters such as this can be inconvenient and unsettling. For this reason the OPC strives to determine the appropriate course of action as quickly as possible. In accordance with its authority, and pursuant to Rule 14-504(b)(3)(B) and Rule 14-510(a)(6) of the Rules of Lawyer Discipline and Disability, the OPC will review the matter and take one of the following actions:

The OPC may decide to dismiss the complaint without the necessity of a response from you when, in our view, the factual allegations of the Informal Complaint, even if true, do not raise the likelihood that there has been a violation of the Rules of Professional Conduct.

Where appropriate the OPC may exercise its discretion and decline to prosecute any ethical misconduct allegations. This typically occurs in situations where the allegations are unsupported by sufficient evidence or where there are issues underlying the allegations that should be first considered in another forum. The OPC will inform the person sending the information that once the issues are resolved, information can be resubmitted and reconsidered.

In appropriate cases, Rule 14-533 of the Rules of Lawyer Discipline and Disability allows an attorney the option of diverting certain types of complaints away from discipline, and into one or more alternative programs, the suitability of which depends on the issues and/or misconduct presented by the complaint. If you are interested in Diversion you are encouraged to review the rule to familiarize yourself with the


qualifications and requirements of the program. A request to have your case considered for Diversion should be submitted to the OPC in writing.

Finally, if the OPC determines that the allegations in the informal complaint rise to the level of possible rule violations, you will be asked to submit a written response as part of the OPC's investigation into the matter.

For more information about the process, and the rules governing the OPC, you may visit the Bar's website at [www.utahbar.org/opc/](http://www.utahbar.org/opc/).

You will be notified as the matter progresses in accordance with what has been stated in this letter.

Sincerely,

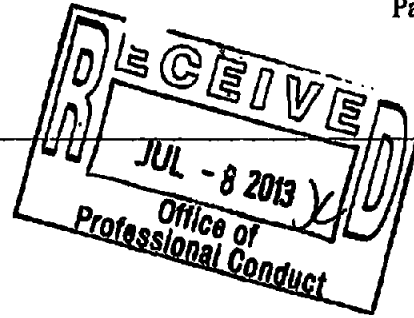
A handwritten signature in black ink, appearing to read 'Adam C. Bevis', followed by a horizontal line.

Adam C. Bevis  
Assistant Counsel  
Office of Professional Conduct

ACB/jl  
Enclosure

**Jonathan LaGuna**

**From:** Matt Pulle [Matt.Pulle@ag.tn.gov]  
**Sent:** Monday, July 08, 2013 3:37 PM  
**To:** OPC Staff  
**Subject:** Complaint against Benjamin Horton—update  
To whom it may concern,



I wanted to provide an update in the case outlined below. An employee of the Preferred Law Group contacted the complainant recently and talked to her about the complaint she filed. The complainant said that the employee seemed angry.

I thought I would share this information with you.

Thank you.

**Matt**

**Matt Pulle**  
Tennessee Attorney General's Office  
Assistant Attorney General/Mortgage Settlement Coordinator  
Consumer Advocate & Protection Division  
Post Office Box 20207  
Nashville, Tennessee 37202-0207

(615) 741-3533 Work  
[Matt.Pulle@ag.tn.gov](mailto:Matt.Pulle@ag.tn.gov)

---

**From:** Matt Pulle  
**Sent:** Friday, June 21, 2013 3:18 PM  
**To:** opctest@utahbar.org  
**Subject:** complaint against Benjamin Horton

To whom it may concern,

My name is Matt Pulle and I'm an Assistant Attorney General with the Tennessee Attorney General's Office where I am leading our state's efforts to implement the National Mortgage Settlement. I wanted to provide some additional background to a complaint soon to be filed by [REDACTED] a Tennessee consumer, against a Utah attorney named Benjamin Horton and his firm Preferred Law.

In the course of my duties, I learned about Ms. [REDACTED] who is at risk of foreclosure. She says that a paralegal from Preferred Law in Sandy, Utah contacted her about her mortgage with JP Morgan Chase. The paralegal took down financial information from the consumer and said that she qualified for a two-percent interest rate. *This was a false statement* as there are no federal or state programs that would give a consumer a two-percent interest rate based purely on stated financial information.

The paralegal at Preferred Law assured the consumer that her firm has a special relationship with Chase, a contention that was vigorously denied by our office's Chase representative. After winning over Ms. [REDACTED] confidence, the paralegal sent her a contract and told her that she needed to make a \$1,000 down payment to Preferred Law. The consumer did as instructed and later made four monthly

payments of \$780.00.

As far as our office can tell, Preferred Law offered nothing of value to the consumer. In fact, she's in a far worse position today than when she first started working with the firm. Our conversations with Chase confirm this. Mr. Horton is listed as the firm's lone attorney although to my knowledge she did not speak directly with him.

Although we have not done a complete investigation of Preferred Law, we are concerned that the firm's actions may be in violation of the following provisions of the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101, et seq.:

- Unfair or deceptive acts or practices affecting the conduct of any trade or commerce. Tenn. Code Ann. § 47-18-104(a).
- Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of services. Tenn. Code Ann. § 47-18-104(b)(2).
- Causing likelihood of confusion or misunderstanding as to affiliation, connection or association with, or certification by, another. Tenn. Code Ann. § 47-18-104(b)(3).
- Representing that services have sponsorship, approval, or benefits that they do not have or that a person has a sponsorship approval, status, affiliation or connection that such person does not have. Tenn. Code Ann. § 47-18-104(b)(5).
- Engaging in any other act or practice which is deceptive to the consumer or to any other person. Tenn. Code Ann. § 47-18-104(b)(27).

I am also concerned that Preferred Law is in violation of a provision of our state's foreclosure-rescue statute, specifically Tenn. Code Ann. § 47-18-5402(a)(3). That provision prohibits a firm from collecting an upfront payment for "foreclosure-related rescue services before completing or performing all services contained in the agreement for foreclosure-related rescue services." In our case, Ms. [REDACTED] paid Preferred Law over \$4,000 even though Preferred Law has not performed all of its contractual duties.

Our office has talked to the consumer several times about her experiences with Preferred Law. We've also had conversations with our office's designated contact at Chase. That said, we have not completed a complete investigation of Preferred Law's conduct and are not making any legal conclusions.

We would like to be of any assistance to your office if you decide to investigate Ms. [REDACTED] complaint. In our experience working with Tennessee homeowners, law firms who solicit clients at risk of foreclosure and charge them upfront fees almost always make a difficult situation far worse. These firms and attorneys rarely offer anything of value and often prey on desperate consumers who are already overwhelmed by serious financial problems. As we work hard to help homeowners avoid foreclosure, we are continually learning about people who have been victimized by these firms.

Thank you for reviewing our correspondence. Please call or email me if you have any questions.

Matt

Matt Pulle

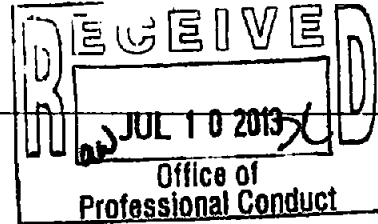
Tennessee Attorney General's Office  
Assistant Attorney General/Mortgage Settlement Coordinator  
Consumer Advocate & Protection Division  
Post Office Box 20207  
Nashville, Tennessee 37202-0207

(615) 741-3533 Work  
[Matt.Pulle@ag.tn.gov](mailto:Matt.Pulle@ag.tn.gov)

This office is unable by law to represent individuals. As a result, if you believe you have a matter requiring legal assistance or advice, you should seek the assistance of a private attorney. Failure to commence legal action within certain time frames may bar you from obtaining legal relief. Therefore, you should act quickly to consult with an attorney to review your rights.

The information contained in this e-mail message is intended only for the use of the individual or entity named above. If the reader is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone at 615-741-1671 and permanently delete the message from your system. Receipt by anyone other than the intended recipient is not a waiver of any joint prosecution or investigation privilege, attorney-client privilege, work product immunity or any other privilege or immunity.



**Jonathan LaGuna**

**From:** Matt Pulle [Matt.Pulle@ag.tn.gov]  
**Sent:** Wednesday, July 10, 2013 11:59 AM  
**To:** OPC Staff  
**Subject:** Update 2: complaint against Benjamin Horton

Preferred Law continues to call the complainant, sometimes leaving up to four messages a day. They are also apparently trying to re-enroll her as well which would cost her close to \$300 a month.

---

**From:** Matt Pulle  
**Sent:** Friday, June 21, 2013 3:18 PM  
**To:** opctest@utahbar.org  
**Subject:** complaint against Benjamin Horton

To whom it may concern,

My name is Matt Pulle and I'm an Assistant Attorney General with the Tennessee Attorney General's Office where I am leading our state's efforts to implement the National Mortgage Settlement. I wanted to provide some additional background to a complaint soon to be filed by [REDACTED] a Tennessee consumer, against a Utah attorney named Benjamin Horton and his firm Preferred Law.

In the course of my duties, I learned about Ms. [REDACTED] who is at risk of foreclosure. She says that a paralegal from Preferred Law in Sandy, Utah contacted her about her mortgage with JP Morgan Chase. The paralegal took down financial information from the consumer and said that she qualified for a two-percent interest rate. *This was a false statement* as there are no federal or state programs that would give a consumer a two-percent interest rate based purely on stated financial information.

The paralegal at Preferred Law assured the consumer that her firm has a special relationship with Chase, a contention that was vigorously denied by our office's Chase representative. After winning over Ms. [REDACTED] confidence, the paralegal sent her a contract and told her that she needed to make a \$1,000 down payment to Preferred Law. The consumer did as instructed and later made four monthly payments of \$780.00.

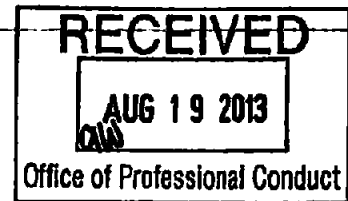
As far as our office can tell, Preferred Law offered nothing of value to the consumer. In fact, she's in a far worse position today than when she first started working with the firm. Our conversations with Chase confirm this. Mr. Horton is listed as the firm's lone attorney although to my knowledge she did not speak directly with him.

Although we have not done a complete investigation of Preferred Law, we are concerned that the firm's actions may be in violation of the following provisions of the Tennessee Consumer Protection Act, Tenn. Code Ann. § 47-18-101, et seq.:

- Unfair or deceptive acts or practices affecting the conduct of any trade or commerce. Tenn. Code Ann. § 47-18-104(a).
- Causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of services. Tenn. Code Ann. § 47-18-104(b)(2).
- Causing likelihood of confusion or misunderstanding as to affiliation, connection or association with, or certification by, another. Tenn. Code Ann. § 47-18-104(b)(3).

**Alisa Webb**

**From:** Matt Pulle [Matt.Pulle@ag.tn.gov]  
**Sent:** Monday, August 19, 2013 2:07 PM  
**To:** OPC Staff  
**Subject:** FW: Complaint against Benjamin Horton--update  
 To whom it may concern,



I wanted to provide an update on the case outlined below. Preferred Law continued to contact the borrower even though she has indicated that she does not want to work with them. It appears that Preferred Law, knowing that is the subject of an investigation, is trying to mend fences with the borrower. In the process, however, they appear to be causing her great stress.

Thank you.

Matt

---

**From:** Matt Pulle  
**Sent:** Friday, June 21, 2013 3:18 PM  
**To:** [opcstaff@utahbar.org](mailto:opcstaff@utahbar.org)  
**Subject:** complaint against Benjamin Horton

To whom it may concern,

My name is Matt Pulle and I'm an Assistant Attorney General with the Tennessee Attorney General's Office where I am leading our state's efforts to implement the National Mortgage Settlement. I wanted to provide some additional background to a complaint soon to be filed by [REDACTED] a Tennessee consumer, against a Utah attorney named Benjamin Horton and his firm Preferred Law.

In the course of my duties, I learned about Ms. [REDACTED] who is at risk of foreclosure. She says that a paralegal from Preferred Law in Sandy, Utah contacted her about her mortgage with JP Morgan Chase. The paralegal took down financial information from the consumer and said that she qualified for a two-percent interest rate. *This was a false statement* as there are no federal or state programs that would give a consumer a two-percent interest rate based purely on stated financial information.

The paralegal at Preferred Law assured the consumer that her firm has a special relationship with Chase, a contention that was vigorously denied by our office's Chase representative. After winning over Ms. [REDACTED] confidence, the paralegal sent her a contract and told her that she needed to make a \$1,000 down payment to Preferred Law. The consumer did as instructed and later made four monthly payments of \$780.00.

As far as our office can tell, Preferred Law offered nothing of value to the consumer. In fact, she's in a far worse position today than when she first started working with the firm. Our conversations with Chase confirm this. Mr. Horton is listed as the firm's lone attorney although to my knowledge she did not speak directly with him.

Although we have not done a complete investigation of Preferred Law, we are concerned that the firm's actions may be in violation of the following provisions of the

From Preferred Law 1.888.224.6524 Wed Dec 19 11:54:29 12 MST Page 1 of 2

## FAX

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**From:** Modification Review Board - Preferred Law, PLLC  
**Return Fax:** (888)224-6524  
**Attention To:** [REDACTED]  
**Regarding:** Confirmation

---

I have received all your paperwork and have forwarded your file to the legal department. The paralegal to whom your modification file is assigned will be your new contact person. The toll free number for the Law Offices of PREFERRED LAW, PLLC, is: (801) 386-5100. Please give your paralegal 24 hours to respond to your phone calls. As a back up, you can contact Shannon Martinez at (801) 386-5100 extension 202. Your third option is to call extension #200.

In addition, I have attached the notes regarding a possible credit of your Crisis Fee if Chase has stopped your sale. (Please note that postponing it is not the same as stopping it. If you still have a sale date any date in the future, the Crisis Fee applies)

As we discussed there will be documents that Preferred Law will need you to complete and sign.

One is a retainer agreement. Please be advised that there is a section that outlines the "value" of the services we provide. It is just that. If you read it carefully, it is not a payment schedule. Your payment plan is the schedule you signed. Not the description for services and the dollar amount given for its "value" found in the Retainer Agreement.

In addition, there is a section in the agreement that addresses a "no guarantee" policy, however, your guarantee letter is binding. The reason for the verbage in the agreement is because we cannot offer a blanket guarantee. We cannot guarantee that your circumstances will not change, nor can we guarantee that you will get us the documents we need when we need them. This is why the guarantee letter we gave you outlines the requirements for the guarantee we've given you. Again, the guarantee you have been given is binding and supercedes the verbage in the agreement as far as the provisions of the guarantee are satisfied.

If you have any questions, please don't hesitate to call.



Billy L. Walker  
Senior Counsel

Todd Wahlquist  
Deputy Senior Counsel

Diana Aldyama  
Assistant Counsel

Adam C. Bevis  
Assistant Counsel

Sharadee Fleming  
Assistant Counsel

Barbara L. Townsend  
Assistant Counsel

## Utah State Bar

Office of Professional Conduct  
845 South 200 East, Suite 205 • Salt Lake City, Utah 84111-3834  
Telephone: (801) 531-9110 • FAX: (801) 531-9912  
E-mail: [opc@utahbar.org](mailto:opc@utahbar.org)

October 28, 2013

Benjamin R. Horton  
2825 E Cottonwood Pkway  
Ste. 500  
Salt Lake City, UT 84121

### NOTICE OF INFORMAL COMPLAINT OPC File No.:13-0413

Dear Mr. Horton:

██████████ has filed an informal complaint against you with the Utah State Bar's Office of Professional Conduct ("OPC"). You were already provided a copy of the complaint. Nevertheless, another true copy of the signed informal complaint is attached hereto, along with copies of any supplemental information this office has received.

Based on the complaint and our investigation thus far, this is a summary of our viewpoint as to what has occurred:

1. Ms. ██████████ home was in foreclosure and she was attempting to seek assistance with a loan modification. She was contacted by Preferred Law, and told that she would be able to obtain a modification with a reduced balance and a fixed 2% interest rate.
2. On December 19, 2012 she signed a fee agreement with Preferred Law and paid the initial \$1,000 payment.
3. Ms. ██████████ faxed requested documents to Preferred Law. She states she worked with Rebecca Peace, Wendi Kartchner, and Jenna Adam. It does not appear that she ever discussed her case with you as the supervising attorney.
4. Shortly before she made her fifth installment payment to Preferred Law she was contacted and told that she would not qualify for a modification and should pursue other alternatives.
5. Ms. ██████████ believes she was misinformed about the services you could provide and was overcharged for legal work.

Page 2 of 7

6. Ms. [REDACTED] contacted the Tennessee Attorney General's office and complained about your business practices. The correspondence from Mr. Matt Pulle, Assistant Attorney General, is in the OPC file.

We have talked to the following witnesses and reviewed the following documents to reach the above summary: at this point the OPC investigation is limited to the materials in the file.

Considering the information currently available, we believe the following Rules of Professional Conduct are implicated:

Rule 1.2(a), Scope of Representation and Allocation of Authority Between Client and Lawyer. This rule states: "Subject to paragraphs (c) and (d), a lawyer shall abide by a client's decisions concerning the objectives of representation and, as required by Rule 1.4, shall consult with the client as to the means by which they are to be pursued. A lawyer may take such action on behalf of the client as is impliedly authorized to carry out the representation. A lawyer shall abide by a client's decision whether to settle a matter. In a criminal case, the lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify." You may have violated this Rule based upon the allegations in paragraph 3.

Rule 1.5(a). Fees. This rule states: "A lawyer shall not make an agreement for, charge or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following 1) the time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; 2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; 3) the fee customarily charged in the locality for similar legal services; 4) the amount involved and the results obtained; 5) the time limitations imposed by the client or by the circumstances; 6) the nature and length of the professional relationship with the client; 7) the experience, reputation and ability of the lawyer or lawyers performing the services; and 8) whether the fee is fixed or contingent." You may have violated this Rule if you failed to perform sufficient work to earn the fees you collected from Ms. [REDACTED]

Rule 5.5(a). Unauthorized Practice of Law; Multijurisdictional Practice of Law. This rule states: "A lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so." You may have violated this Rule by engaging in the practice of law in Tennessee if you are not licensed to practice there.

Rule 7.1. Communications Concerning a Lawyer's Services. "A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading." You may have violated this Rule based upon certain statements that were made to Ms. [REDACTED]. For example, she alleges that she was informed she would be able to obtain a 2% interest rate if she retained Preferred Law. Also, in a letter dated December 18, 2012 she was guaranteed to obtain a loan modification (based upon certain conditions).

**Please note that as the investigation continues, including the screening panel process, if necessary, facts may be developed that implicate additional rules not included in this Notice.**

Rule 14-510(a)(5) of the Rules of Lawyer Discipline and Disability ("RLDD"), as amended of January 1, 2003, provides, "[w]ithin twenty (20) days after service of the Notice of Informal Complaint on the respondent, the respondent shall file with OPC counsel a written and signed answer setting forth in full an explanation of the facts surrounding the informal complaint, together with all defenses and responses to the claims of possible misconduct." If you previously submitted a written response, you may incorporate your previous response into your answer to this Notice of Informal Complaint.

In addition, please provide any documents or other materials, which support your response or would otherwise assist us in evaluating the informal complaint. Do not submit original documents; the OPC cannot make photocopies, and will not be responsible for your originals. If at some point we need to review your original records, we will ask for them. If you have already submitted copies of all the documents you want us to consider as part of our review, you do not have to resubmit copies of these documents.

Please be advised Rule 8.1(b) of the Rules of Professional Conduct provides in material part, attorneys shall not "knowingly fail to respond to a lawful demand for information from an admissions or disciplinary authority." Further, the Comment following the rule states "it is a separate professional offense for a lawyer to knowingly make a misrepresentation or omission in connection with a disciplinary investigation of the lawyer's own conduct. Paragraph (b) of this Rule also requires correction of any prior misstatements in the matter that the applicant or lawyer may have made an affirmative clarification of any misunderstanding on the part of the admissions or disciplinary authority of which the person involved becomes aware." Failure to do so may constitute a separate violation of the Rules of Professional Conduct.

In appropriate cases Rule 14-533 of the Rules of Lawyer Discipline and Disability allows an attorney the option of diverting certain types of complaints away from discipline, and into one or more alternative programs, the suitability of which depends on the issues and/or misconduct presented by the complaint. The text of the Rule includes conditions that must be met, and enumerates factors essential to determining whether or not diversion is appropriate. The Rule also requires the attorney to pay certain fees in order to participate in diversion. The OPC suggests you review this Rule. Should you choose diversion, and diversion is appropriate, please notify the OPC of your decision, in writing.

If, under Rule 14-510(b)(1) of the RLDD, the OPC refers the matter to a Screening Panel of the Ethics and Discipline Committee of the Utah Supreme Court, you will be notified of the date and time set for a hearing. Please note that Rule 14-510(b) of the RLDD sets forth Screening Panel hearing proceedings. If the matter is heard by a Screening Panel, pursuant to Rule 14-510(b)(5), the Panel has the authority to make its determination based on the facts developed by the informal complaint, answer, investigation, the OPC recommendation and in the Screening Panel hearing. In other words, facts developed at the hearing may give rise to a determination of Rules of Professional Conduct violations not alleged in this Notice of Informal Complaint.

Please note, Rule 14-532(a) of the RLDD provides, "[i]f having received actual notice of the charges filed, the respondent fails to answer the charges within twenty (20) days, the respondent shall be deemed to

Page 5 of 7

have admitted the factual allegations." Accordingly, if you do not provide a response to the charges in this Notice of Informal Complaint within 20 days, the OPC may request the Screening Panel find the allegations are admitted.



Page 6 of 7

If you have any questions concerning this matter please call me at the telephone number shown above. Thank you for your anticipated cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Bevis', with a long horizontal line extending to the right.

Adam C. Bevis  
Assistant Counsel  
Office of Professional Conduct

ACB/jl

Enclosure

cc: [REDACTED] [REDACTED] (w/out enclosure)

Page 7 of 7

CERTIFICATE OF SERVICE

I hereby certify that on the 28 day of October, 2013, the foregoing Notice of Informal Complaint was mailed via United States first-class mail, postage pre-paid to Benjamin R. Horton at 2825 E Cottonwood Pkway, Ste. 500, Salt Lake City, UT 84121, the address reflected in the records of the Utah State Bar.

A handwritten signature in black ink, consisting of a large, stylized 'B' followed by a horizontal line and a wavy flourish.



## Utah State Bar

Office of Professional Conduct  
845 South 200 East, Suite 205 • Salt Lake City, Utah 84111-3834  
Telephone: (801) 531-9110 • FAX: (801) 531-9912  
E-mail: [opc@utahbar.org](mailto:opc@utahbar.org)

January 15, 2014

Billy L. Walker  
Senior Counsel

Todd Wahlquist  
Deputy Senior Counsel

Diane Akhyama  
Assistant Counsel

Adam C. Bevis  
Assistant Counsel

Sharadee Fleming  
Assistant Counsel

Barbara L. Townsend  
Assistant Counsel

[REDACTED]  
Huntington, TN [REDACTED]

Re: Complaint Against Benjamin R. Horton  
OPC File No.: 13-0635

Dear Ms. [REDACTED]

Enclosed is a Screening Panel Calendar Notice indicating the date and time of the Screening Panel Hearing in the complaint you filed against Mr. Horton. We ask that you arrive 15 minutes prior to the hearing. The hearing is scheduled to last approximately one hour. The Screening Panel Hearing will not take place in a courtroom, but rather a more informal setting at the Utah State Bar Law and Justice Center.

Prior to the Screening Panel hearing, the Office of Professional Conduct will prepare a file including all the information submitted by you and Mr. Horton. This file will be provided to you, Mr. Horton, and the members of the Screening Panel approximately one week before the hearing via YouSendIt, an online cloud service. We will have a hard copy available at the hearing, but you are free to print out a copy and bring it with you if you wish.

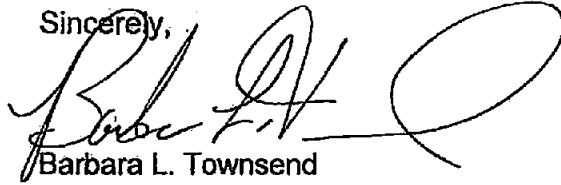
The purpose of the hearing is to further clarify any questions that the Screening Panel Members have, develop other evidence, or clarify questions not answered by the written materials. It will not be necessary for you to restate or repeat any of the matters contained in the packets. It is important to note that the Screening Panel is only concerned with the attorney's alleged conduct and cannot order an attorney to refund any money.

The hearing begins with an introduction of everyone in attendance. The Screening Panel Chair will then read an opening statement. After that, anyone who will be testifying will be placed under oath. At that point, the hearing is turned over to the Panel Member who is assigned to the case to begin questioning. Prior to the conclusion of the hearing both you and Mr. Horton usually will be allowed to give a closing statement. Once the Screening Panel Hearing is finished the members will deliberate until they reach a decision. Ordinarily, the decision will be mailed to both you and Mr. Horton the day following the hearing.

Page 2 of 2

Please contact my assistant Jonathan Laguna at 801-297-7048 to confirm your attendance at the hearing or to make the necessary arrangements for a telephonic appearance.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barbara L. Townsend', with a large, stylized loop at the end.

Barbara L. Townsend  
Assistant Counsel  
Office of Professional Conduct

BLT/jl  
Enclosure  
cc: Benjamin R. Horton w/encl.

Updated: 8/21/12

0130

PX20 - 922

BEFORE THE COMMITTEE ON ETHICS AND DISCIPLINE  
OF THE UTAH SUPREME COURT

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In the Matter of the	)	
Complaint by	)	
<div style="background-color: black; width: 100px; height: 1.2em;"></div>	)	<b>CALENDAR NOTICE</b>
	)	
Against	)	<b>13-0413</b>
	)	
<b>Benjamin R. Horton,</b>	)	
Attorney at Law	)	

---

To: The above-named Complainant and Respondent:

The Utah State Bar's Office of Professional Conduct ("OPC") has referred the above-identified informal complaint for review by a Screening Panel of the Ethics and Discipline Committee of the Supreme Court.

The Screening Panel is appointed by the Utah Supreme Court to hear and consider complaints filed against Respondents for alleged violations of the Rules of Professional Conduct. This panel has the authority to dismiss the complaint(s), issue a caution to the Respondent, issue a private admonishment to the Respondent, issue a public reprimand to the Respondent, or determine that there is probable cause to authorize filing a formal complaint against the Respondent for further proceedings. The Screening Panel in disciplinary matters is concerned only with the Respondent's alleged conduct and cannot order restitution for repayment of money or a judgment against the Respondent.

Pursuant to Rule 14-510(b)(1) of the Rules of Lawyer Discipline and Disability ("RLDD"), as amended November 1, 2009, the Screening Panel has the authority to make its determination based on facts developed by the informal complaint, answer, investigation, the OPC recommendation, and in the Screening Panel hearing. In other words, facts developed at the hearing may give rise to a determination of Rules of Professional Conduct violations not previously alleged in the Notice of Informal Complaint(s) in this matter.

The Screening Panel will conduct a hearing in this matter on **Thursday, March 13, 2014 beginning at 11:30 AM** at the Utah Law and Justice Center at 645 South 200 East, Salt Lake City, Utah. Please note that it would be advisable that you arrive fifteen minutes prior to the time set for your case so that if a case scheduled before your case ends early, you will be ready to proceed earlier than your appointed time. Each case will be set to be heard in a maximum one hour time period.

Complainants and Respondents will be allowed to present their case as set forth below within this maximum time period. If a Complainant or Respondent feels that

Page 2 of 4

additional time is needed for their case to be heard, a written request for this additional time must be made to the OPC within five working days from the date of this Calendar Notice. The written request must specify with particularity the reasons for the additional time. The OPC will forward the request for additional time to the Chair or Vice Chair of the Screening Panel, who will announce at the time and place set for the hearing whether additional time will be allowed.

Prior to every case the members of the Screening Panel will have had an opportunity to review all of the information submitted by the parties so that in most cases, one hour per case will be sufficient time to allow the parties to summarize their positions, answer the Screening Panel's questions, and elaborate on what they feel are important pieces of information. Please note that approximately one-week prior to the hearing both the complainant and respondent will be provided with the complete file of all the documents that have been provided to the OPC. This file will be indexed and numbered on each page and will be the official record for the proceeding as reviewed beforehand by the Panel. Therefore, the parties are hereby notified that they should review the official record that they receive to ensure that the documents that they have provided have been enclosed and that they should be prepared to have the hearing conducted based on the official record. After the hearing, the Panel will deliberate and make a decision concerning the case.

Pursuant to Rule 14-510(b)(2) of the RLDD, the Respondent is hereby afforded an opportunity to appear before the Screening Panel and testify under oath, together with any witnesses called by the Respondent, and to present an oral argument with respect to the informal complaint. All testimony will be recorded and preserved so long as proceedings are pending. At least ten days in advance of the hearing, Respondents may submit a written brief, not to exceed ten pages in length. A copy of the brief will be forwarded to the Complainant.

Pursuant to Rule 14-510(b)(3) of the RLDD, the Complainant has the right to appear before the Screening Panel and to testify under oath, together with any witnesses called by the Complainant. The Complainant may be represented by counsel or some other representative.

Pursuant to Rule 14-510(b)(4) of the RLDD, the Complainant and the Respondent each have the right to be present during the presentation of evidence unless they are excluded from the hearing by the Screening Panel Chair or Vice Chair for good cause shown. Either the Complainant or the Respondent may seek responses from the other by posing questions to be asked by the panel chair. Direct cross examination will not be permitted except on request when the panel chair deems it would materially assist the panel in its deliberations.

Please be advised that Rule 14-532(b) of the RLDD provides that "[i]f the Respondent, having been ordered by the Committee to appear and having received actual notice of that order, fails to appear, the Respondent shall have been deemed to have admitted the factual allegations which were the subject of such appearance. The Committee shall not, absent good cause, continue or delay proceedings because of Respondent's failure to appear." In this respect, this Calendar Notice is the Committee's order requiring the Respondent to appear. If the Respondent does not

Page 3 of 4

appear, the OPC may request that the factual allegations in this matter be deemed admitted.

For good cause, the Complainant, the Respondent, and any witnesses may arrange in advance to appear at the hearing by telephone. If you need to request to appear by telephone, call Jonathan Laguna at 801-297-7048.

Requests by the Respondent for continuances from the above-set Screening Panel hearing date, unless stipulated to by the OPC, shall be made in writing through the OPC to the Chair or Vice-Chair of the Ethics and Discipline Committee. Upon consideration of the position of the OPC and the reasons for the Respondent's request for the continuance, the Chair or Vice Chair of the Ethics and Discipline Committee shall decide whether to grant the continuance.

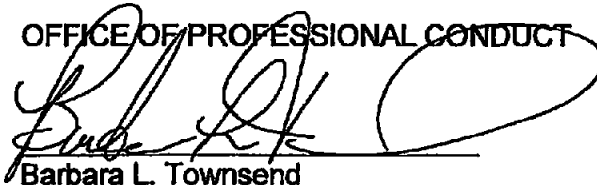
Barbara L. Townsend is the attorney assigned to this case.

Scheduled Panel members are:

Michael McCarthy – Chair  
P. Matthew Muir  
Victoria Cramer  
Kim Cordova  
Gary N. Anderson  
Jonathan Pappasideris  
Dan Sorensen  
Suzanne Potts

DATED: January 15<sup>th</sup>, 2014

OFFICE OF PROFESSIONAL CONDUCT



Barbara L. Townsend  
Assistant Counsel  
Telephone: (801) 531-9110



Todd Wahlquist  
Deputy Senior Counsel  
Telephone: (801) 531-9110

Page 4 of 4

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 15 day of January, 201~~4~~, I mailed via United States first-class mail, postage prepaid, the foregoing Calendar Notice to:

Benjamin R. Horton  
2825 E Cottonwood Pkwy  
Ste. 500  
Salt Lake City UT 84121

Sent to private address

  
Huntington, TN 





**Eliza Tito**

---

**From:** Todd Wahlquist  
**Sent:** Tuesday, February 18, 2014 8:57 AM  
**To:** Eliza Tito  
**Subject:** Benjamin Horton

Eliza,  
Mr. Horton left me a message yesterday saying he was sending in a response to the NOIC. Will you please print out this email and add it to the file.

Todd Wahlquist





potential rule violations, and (5) a discussion of issues and questions the Committee may want to explore in the course of its investigation.

### **FACTS**

1. [REDACTED] [REDACTED] resides in Huntingdon, Tennessee. (004)
2. Ms. [REDACTED] hired Preferred Law, PLLC, a law office, for purposes of obtaining a mortgage modification with a reduced interest rate. (004 – 005)
3. On December 18, 2012, a fax was sent to Ms. [REDACTED] and her husband from Modification Review Board – Preferred Law, PLLC. Attached to the fax were “testimonials” of other clients who had hired Preferred Law and received loan modifications. (077 – 0118)
4. On December 19, 2012, a fax was sent to Ms. [REDACTED] from Modification Review Board – Preferred Law, PLLC which stated that although the agreement addresses a “no guarantee” policy, Ms. [REDACTED] guarantee letter “is binding . . . the guarantee you have been given is binding and supercedes the verbage in the agreement . . .” (062)
5. In a letter to Ms. [REDACTED] dated December 18, 2012, Preferred Law guaranteed that a modification could be secured for Ms. [REDACTED] conditioned upon several requirements. Included with the letter was a payment schedule for payments totaling \$4,900.00, to be made over six months. (004 – 005)

6. Ms. [REDACTED] made payments to Preferred Law as follows: on December 20, 2012 - \$1,000.00; on January 24, 2013 - \$780.00; on February 22, 2013 - \$780.00; on March 21, 2013 - \$780.00; and, on April 23, 2013 - \$780.00.  
(006 – 007) (008) (010) (012) (014)
7. The fee and representation agreement was sent to Ms. [REDACTED] dated January 4, 2013, thanking her for choosing the law firm, Preferred Law, PLLC. (047 – 052)
8. The representation agreement contains a Limitation of Liability clause.  
(050)
9. Ms. [REDACTED] signed Addendum A to the Limited Services Agreement on January 15, 2013. The Addendum laid out the legal services to be provided to Ms. [REDACTED] (044 – 046)
10. The Addendum also states "Funds paid to Preferred Law may in its discretion be disbursed immediately or be held in a trust account governed by Utah law until such fees are earned by and disbursed to Preferred Law . . . ." (044)
11. In an email to Ms. [REDACTED] dated July 1, 2013, a negotiations manager for Preferred Law indicated that Ms. [REDACTED] needed to sign and return the included Continuity Fee Form, for payment of an additional required \$297.00 monthly fee until a decision was rendered on her file. (074 - 075)

12. At some point Ms. [REDACTED] contacted the Tennessee Attorney General's Office which implements the National Mortgage Settlement and helps persons like Ms. [REDACTED] facing foreclosure. (030 – 032)
13. Matt Pulle as attorney with the Tennessee AG's Office initiated an investigation into Ms. [REDACTED] case. (030 – 032)
14. On June 21, 2013, Mr. Pulle sent an email to the Office of Professional Conduct regarding his investigation and Mr. Horton's involvement. (030 – 032)
15. Mr. Pulle concluded that Preferred Law offered nothing of value to Ms. [REDACTED] and that she was in a far worse position as a result of her affiliation with Preferred Law. (030)

#### **WITNESSES**

As part of its preliminary investigation, the OPC routinely contacts witnesses who may have information related to the allegations contained in the complaint. The following witness will be available to offer testimony at the screening panel hearing:

1. Matt Pulle. Mr. Pulle is an Assistant Attorney General with the Tennessee Attorney General's Office. Mr. Pulle is involved with Tennessee's efforts to implement the National Mortgage Settlement and became involved with Ms. [REDACTED] in connection with her efforts to obtain a modification of her mortgage through Preferred Law. Mr. Pulle will be available at the Screening Panel Hearing. (024-032).

**■■■■■ ■■■■■ ALLEGATIONS**

Ms. ■■■■■ states her home was in foreclosure so she began looking into the federal Making Homes Affordable program. At that time, she was contacted by Preferred Law and after providing them with information regarding her delinquent mortgage, she was told by a representative that Preferred Law could work with her mortgage lender, Chase Bank, to obtain a reduced balance and 2% interest rate.

Ms. ■■■■■ alleges that she signed a fee and representation agreement and began making monthly payments to Preferred Law, providing them with the necessary forms and information as requested. Ms. ■■■■■ indicates that over the course of her representation, all communications she had with Preferred Law went through Rebecca Peace, Wendi Kartchner, and Jenna Adam.

After making payments to Preferred Law over five months, totaling \$4,120.00, Ms. ■■■■■ asserts that a day or two before her final payment was to be drawn, she was informed by Ms. Adam that Preferred Law would not be able to obtain a modification of her mortgage because her past due amount was too great and that she should pursue other alternatives. After receiving this information, Ms. ■■■■■ maintains that she then stopped making monthly payments and contacted the Tennessee Attorney General's Office regarding Preferred Law's business practices.

### **BENJAMIN R. HORTON'S RESPONSE**

Mr. Horton did not respond to the OPC's Notice of Informal Complaint.

### **ISSUES AND QUESTIONS**

1. What was the relationship between Preferred Law, a law office, and Modification Review Board?

If there was a direct relationship between the two companies where Mr. Horton is the only attorney and fees were shared by work done or in a commission format, then this could violate Rule 5.4.

2. Is Mr. Horton putting advance legal fees into a Trust Account until earned?

Mr. Horton's representation agreement indicates that he has discretion as to whether or not he can immediately take an advance fee or whether he needs to put it into a trust account until the fee is earned. If he is not putting advance fees into a Trust Account until he earns the fees, he is violating Rule 1.15(c).

### **OPC'S RECOMMENDATIONS**

Based solely on the OPC's investigation thus far, and recognizing that the Screening Panel may find additional facts during the hearing or in the course of its investigation, the OPC believes that Mr. Horton may have violated the following Rules of Professional Conduct and makes the following recommendations:

#### **RULES IMPLICATED:**

Rule 1.5(a). Fees. This rule states: "A lawyer shall not make an agreement for, charge or collect an unreasonable fee or an unreasonable amount for expenses. The



factors to be considered in determining the reasonableness of a fee include the following: 1) the time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; 2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; 3) the fee customarily charged in the locality for similar legal services; 4) the amount involved and the results obtained; 5) the time limitations imposed by the client or by the circumstances; 6) the nature and length of the professional relationship with the client; 7) the experience, reputation and ability of the lawyer or lawyers performing the services; and 8) whether the fee is fixed or contingent."

Rule 1.8(h)(1) Conflict of Interest: Current Clients: Specific Rules. This rule states: "A lawyer shall not make an agreement prospectively limiting the lawyer's liability to a client for malpractice unless the client is independently represented in making the agreement."

Rule 5.4 Professional Independence of a Lawyer. This rule states: "(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that: (a)(1) an agreement by a lawyer with the lawyer's firm, partner or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to one or more specified persons; (a)(2)(i) a lawyer who purchases the practice of a deceased, disabled or disappeared lawyer may, pursuant to the provisions of Rule 1.17, pay to the estate or other representative of that lawyer the agreed-upon purchase price;

and(a)(2)(ii) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that proportion of the total compensation which fairly represents the services rendered by the deceased lawyer; and (a)(3) a lawyer or law firm may include nonlawyer employees in a compensation or retirement plan, even though the plan is based in whole or in part on a profit-sharing arrangement.

(b) A lawyer shall not form a partnership with a nonlawyer if any of the activities of the partnership consist of the practice of law.

(c) A lawyer shall not permit a person who recommends, employs or pays the lawyer to render legal services for another to direct or regulate the lawyer's professional judgment in rendering such legal services.

(d) A lawyer shall not practice with or in the form of a professional corporation or association authorized to practice law for a profit, if: (d)(1) a nonlawyer owns any interest therein, except that a fiduciary representative of the estate of a lawyer may hold the stock or interest of the lawyer for a reasonable time during administration; (d)(2) a nonlawyer is a corporate director or officer thereof or occupies the position of similar responsibility in any form of association other than a corporation; or (d)(3) a nonlawyer has the right to direct or control the professional judgment of a lawyer.

(e) A lawyer may practice in a non-profit corporation which is established to serve the public interest provided that the nonlawyer directors and officers of such corporation do not interfere with the independent professional judgment of the lawyer."

Rule 5.5(a). Unauthorized Practice of Law; Multijurisdictional Practice of Law. This rule states: "A lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so."

Rule 7.1. Communications Concerning a Lawyer's Services. This rule states: "A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading."

Rule 8.4(c) Misconduct. This rule states: "It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation."

With respect to fees, it appears that Mr. Horton charged and collected a large fee for little or no legal services rendered. As such, Rule 1.5 is implicated. With respect to the fee agreement, Mr. Horton limits his liability in violation of Rule 1.8(h)(1). Rule 5.4 may have been violated if Mr. Horton is in fact sharing fees with a non-lawyer. By having non-lawyers and no other lawyers performing "legal" services and in that their conduct violates the rules, Mr. Horton appears to have violated Rule 5.5 by his failure to supervise his non-lawyer employees. Mr. Horton's advertising materials and his states

in writing regarding a guarantee are misleading and may violate Rule 7.1. The fact that Mr. Horton holds his law firm out as providing legal services and representations that his firm will be able to obtain a modification are dishonest and deceitful. As such this conduct may violate Rule 8.4(c).

Based on a consideration of all the available information, it is the opinion of the OPC that there is sufficient evidence to support a finding of probable cause that Benjamin R. Horton knowingly violated a Rule of Professional Conduct, and the OPC recommends that the screening panel direct the OPC to file with the district court a formal complaint against Mr. Horton\*

\*Please note that a formal complaint recommendation does not necessarily mean that an attorney should be suspended or disbarred. The OPC will seek an appropriate sanction as developed by the evidence during the course of the civil case.

At the District Court level it is a trial de novo in accordance with the Rules of Civil Procedure and Rules of Evidence. The District Court pursuant to Rule 14-603 of the Standards for Imposing Lawyer Sanctions has the full range of possible sanctions including Reprimand, Admonition, Probation, Suspension, Disbarment, etc. The District Court can also dismiss the case and any alleged rule violations not established by a preponderance of the evidence.



Billy L. Walker

Senior Counsel

Todd Wahlquist

Deputy Senior Counsel

Diane Akiyama

Assistant Counsel

Adam C. Bevis

Assistant Counsel

Shardea Fleming

Assistant Counsel

Barbara L. Townsend

Assistant Counsel

## Utah State Bar

### Office of Professional Conduct

645 South 200 East, Suite 205 • Salt Lake City, Utah 84111-3834

Telephone: (801) 531-9110 • FAX: (801) 531-9912

E-mail: [opc@utahbar.org](mailto:opc@utahbar.org)

March 14, 2014

Benjamin R. Horton  
Preferred Law  
2825 East Cottonwood Pkwy, Ste 500  
Salt Lake City, UT 84121

Re: Complaints Filed Against Benjamin R. Horton  
OPC File Nos.: 13-0635, 13-0163, 13-0413

Dear Mr. Horton:

At the conclusion of the hearing on March 13, 2014, the Screening Panel of the Ethics and Discipline Committee of the Utah Supreme Court voted to direct the OPC to file a Formal Complaint against you in District Court. After the Complaint is filed and you have submitted your Answer, I am willing to discuss resolution of this matter.

If you would like a copy of the video recording(s) of the Screening Panel Hearing, we will produce it at your request at the cost of \$15.00 per DVD. Please let us know at your earliest convenience whether you want the video(s).

Finally, when the Formal Complaint is finalized (and this could take 1-3 months), if you are willing to accept service, please let us know. In most cases, we will try to send you a copy of the finalized Complaint 3-5 days before we will file it with the Court. It would be appreciated if you tell us in writing between now and your receipt of the copy of the Complaint whether you are willing to accept service. If we do not hear from you between now and then, we will assume that you are not willing to accept service; so we will personally serve you after the Complaint is filed.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara L. Townsend".

Barbara L. Townsend

Assistant Counsel

Office of Professional Conduct

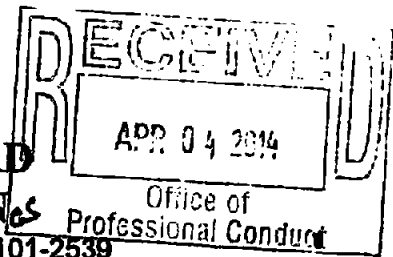
BLT/et

OPC Case

#14-0174

Benjamin R. Horton / OPC

**PRACTICE OF LAW BOARD  
STATE OF WASHINGTON**  
1325 Fourth Avenue, Suite 600, Seattle, WA 98101-2539  
(206) 733-5941 • Fax (206) 727-8314



April 2, 2014

Billy L. Walker  
Utah State Bar  
Office of Professional Conduct  
645 South 200 East  
Salt Lake City, UT 84111

Re: Complaint Alleging Unauthorized Practice of Law  
File No. 14-04

Dear Mr. Walker:

The Practice of Law Board was created by the Washington Supreme Court with authority to investigate allegations of unauthorized practice of law in Washington. General Rule 25. We received the enclosed complaint against Benjamin R. Horton, a lawyer licensed to practice law in your state, not in Washington.

Because of our limited resources and the overlapping jurisdiction of the agencies with authority to license and discipline lawyers, the Board's policy is to refer complaints against active out-of-state attorneys to the disciplinary authority in the state where the lawyer is licensed as well as to the Washington State Bar Association's Office of Disciplinary Counsel.

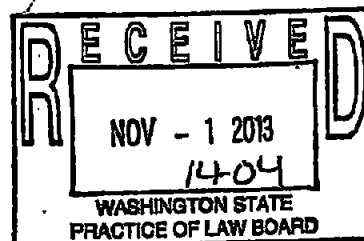
Very Truly Yours,

A handwritten signature in black ink that reads "Scott A. Smith".

Scott A. Smith, Chair  
Practice of Law Board

Enclosure

cc: Felice Congalton, Washington State Office of Disciplinary Counsel  
Benjamin R. Horton, Respondent  
Devon P. Phelps, Complainant



**PRACTICE OF LAW BOARD  
STATE OF WASHINGTON**

**UNAUTHORIZED PRACTICE OF LAW (UPL) COMPLAINT FORM**

*If you believe that you are the victim of a crime or fraud, you should also contact the local police. If you need legal assistance or advice, you should contact a lawyer.*

If you need assistance with this complaint, please call or email the Practice of Law Board at (206) 733-5941 or UPL@wsba.org.

**ABOUT YOU**

FIRST NAME Devin MIDDLE NAME A.

LAST NAME Phelps

ADDRESS 150 Israel Rd

CITY Tumwater STATE WA ZIP CODE 98501

Telephone 360.664.7894 E-mail Address devin.phelps@dfi.wa.gov

I wish to receive information by: ☐ EMAIL ☒ MAIL

**THE PERSON YOU ARE COMPLAINING ABOUT (RESPONDENT)**

☐ Paralegal

☐ Disbarred Lawyer

☒ Out of State Lawyer

☒ Other Preferred Law, PLLC

FIRST NAME Benjamin MIDDLE NAME R.

LAST NAME Horton

ADDRESS 8180 South 700 East STE 110

CITY Sandy STATE UT ZIP CODE 84070-0564

TELEPHONE 801.386.5100 EMAIL benhortonesq@yahoo.com

Updated 08/08/2013

1



Please include any web address, business license number, other business names, or other identifying information you have:

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**CHECK ONE OR MORE AND THEN EXPLAIN WHAT HAPPENED**

A person not authorized to practice law in Washington:

- ☐ Gave legal advice;
- ☐ Selected, drafted or completed legal forms, documents, or agreements;
- ☐ Appeared in court or in a formal administrative proceeding;
- ☐ Negotiated legal rights or responsibilities for another person;
- ☐ Offered to provide legal services.

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**WAS THERE A CHARGE FOR THE LEGAL SERVICES? \_\_\_\_\_ IF YES,**

**Who paid \_\_\_\_\_ Amount paid \_\_\_\_\_**

Updated 08/08/2013

2

Attach copies of any fee agreement, invoices, billing statements, canceled checks, or other documents showing payment.

**ATTACH COMPLAINTS FILED ABOUT THIS PROBLEM WITH ANY LAW ENFORCEMENT AGENCY OR PROSECUTING ATTORNEY.**

**ATTACH COPIES OF RELATED LAW SUITS OR OTHER LEGAL ACTION.**

I affirm that I have read this complaint and the facts stated in the complaint are, to the best of my knowledge, true. I understand that this complaint form and all attachments will be sent to the respondent and may be made public or sent to other enforcement agencies.

*If you have concerns about the use or disclosure of your name or attachments, contact the Board at [UPL@wsba.org](mailto:UPL@wsba.org).*

  
Signature

Devon Phelps  
Printed Name.

10/30/13  
Date

**MAIL TO:**  
**PRACTICE OF LAW BOARD**  
1325 4<sup>th</sup> Avenue, Suite 600  
Seattle, WA 98101-2539

**OR EMAIL** [UPL@wsba.org](mailto:UPL@wsba.org)

**DFI Complaint  
MRS-39**

**Your Information**

Northwest Fair Housing Alliance  
35 W. Main, Suite 250  
Spokane, WA 99201  
509-325-2665  
Fax Number:  
execdir@nwfairhouse.org

**Your Complaint is Against the Following Company:**

Company Name: Attorney Loan Modifications  
Address: 8180 S. 700 E  
Address Continued: #110  
City: Sandy  
Telephone: 853-254-8529  
State: UT  
Zip Code: 84070  
Who You Contacted: Paul Cysewski

**Complaint/Problem**

NWFHA conducted a test of the website <http://www.attorneyloanmodifications.com/> for compliance with the Mortgage Assistance Relief Services (MARS) rule (16 CFR 322) and the Mortgage Broker Practices Act of Washington (MBPA) (ch.19.146 RCW). The tester was assigned tester profile #3, an email account, and a cell phone and phone number. Tester was directed to call the phone number appearing on the target website: 855-254-8529.

On 5/7/13 at 4:14pm PST the tester called the assigned phone number and spoke to "Paul" (Agent). Agent asked Tester's name and phone number and the Tester said [REDACTED]. The tester advised that he wanted to avoid foreclosure on his house, and was interested in learning whether he would qualify for a loan modification. Agent asked who the lender was and Tester said U.S. Bank. Agent asked if the loan was owned by Freddie Mac or Fannie Mae and Tester said he didn't know. Agent asked about the balance on the mortgage and Tester said \$94,456. Agent asked when the house was purchased and Tester said in 2006. Agent asked what his payment was and /tester said \$750, with taxes. Agent asked how much went to escrow and Tester said \$133. Agent asked for the address and Tester gave him the address from his profile. Agent asked for the last four digits of Testers' SN to find out online what his escrow payment was and whether it was owned by Fannie Mae or Freddie Mac. Agent said he was not comfortable giving that over the phone.

Agent said he was originally from Coeur d'Alene and it was nice to talk to someone from the Inland NW. Agent said he'd been a mortgage broker for 12 years, had done well for himself, but had lost his house about six years ago and knew what it was like to on the other side.

Agent said that banks are never allies. They made more money on foreclosures than carrying mortgages. Tester said he'd tried to talk with the bank he could never get past customer service. Agent said he had a negotiating staff and Tester would have the same contact paralegal he would work with throughout the process.. Agent said his company did 50 loan modifications a month with US Bank alone, and 240 per month total. Agent said that is reported to the BBB, and was in good standing, but was not rated

because loan modification is such a new industry. Agents said they had referrals from FHA, HUD, and DOJ. Agent said there was an article in the NY Times about them, which he was going to forward to Tester, along with other attachments about them, and the process for the loan modification itself. He said these attachments would have details about HAMP and settlement stipulations. Agent said the way to get US Bank to agree with the modification was to do a Forensic Audit in order to expose errors and give Tester more leverage. He said banks keep people in the dark as to what services are available to the common person.

Tester gave Agent his payment and income information and Agent said Tester was paying 45% of his income towards his mortgage, and said he could work to get that down to 31%. Agent asked if Tester's SSDI income was health related and Tester said yes. Tester said he started having health problems last year and was able to make payments for awhile but was now 70 days behind in payments. Tester said he had tried to make partial payments but to no avail.

Tester said he had talked to other companies who said they couldn't help him because he is in WA and they were in another state. Agent said his company served all 50 states but was not located in WA. Paul explained he would compile Tester's information and submit it to a review board and mentioned Preferred Law, and said they would issue a cease and desist order to US Bank and do a QDR. The forensic audit would expose errors and give them leverage. Agent said it was natural for a bank to reject the first 2 to 3 offers his company gave, but because of his situation it would be no problem to get a modification and get his mortgage payment lowered to \$558 per month. Agent said the modification package is protected by law, and that the bank could not foreclose on him during the 6-8 months this process would take. Tester asked about the costs. Agent said he could pay \$650 for 6 months (\$3,900) or \$500 for 8 months. Agent said that Tester would not be making mortgage payments for 6-8 months and would be issued a letter of guarantee explaining how he was protected. Tester asked if it was a government program and Agent said it was like a government program, administratively speaking. Agent said he would submit Tester's information to the review board (presumably Modification Review Board), but Tester told him not to as he knew he needed to make a decision soon and needed to give the matter some serious thought. Paul asked when would be a good time to get ahold of Tester and he said in 2 days. Tester thanked the agent and call ended at 4:41pm PST.

On May 7, 2013 at 4:55pm PST, Paul Cysewski, Loan Modification Advisor, sent an email to tester which Agent wrote included "a compilation of some of the more difficult cases Preferred Law has litigated, testimonials, Section 3.3 of the HAMP that they enforce which protects you from the lender selling your home while your modification is being reviewed, even if you are *not* making your mortgage payments, the investigative article I referred to and lastly the guideline they enforce that dictates your payment will be reduced to 31% of your monthly household income."

The Agent included "Preferred Law links" and a link to the bbb.org for Utah. Numerous redacted letters were included that appear to reference details of trial period plans for former clients. A printout from the Yelp website with 2 favorable reviews in support of the Modification Review Board was also included and several testimonial letters in favor of Bobbie Collins and Preferred Law Team. The sec. 3.3 from the MHA HAMP Handbook describes how submission of a request for HAMP consideration after a foreclosure sale date has been scheduled can suspend a foreclosure sale.

The attached 2009 NYT article, "Lenders not eager to help fix mortgages": didn't mention Attorney Loan Modifications, the agent, Preferred Law, etc.

Agent mentioned Preferred Law several times and provided a link to its website, <http://preferredlawteam.com/>. The address for Preferred Law is the same as the address listed on Attorney Loan Modifications website. Preferred law has one attorney listed, Benjamin Horton, who the site states is licensed in UT and TX.

#### Results:

As a result of the above communications, the agent has violated the federal MARS rule and the Mortgage Broker Practices Act of Washington.

Attorney Loan Modifications, PLLC, and its agent and/or employee Paul Cysewski, are providers of MARS services pursuant to 16 CFR 322.2(i)&(j). Paul Cysewski, on behalf of Attorney Loan Modifications, offered to provide the tester, located in the state of Washington, with residential mortgage loan modification services related to residential mortgage loans secured by real property located in the state of Washington.

Paul Cysewski and Benjamin Horton are not licensed by the WA DFI to conduct business as a mortgage broker or loan originator. Attorney Loan Modifications PLLC and Preferred Law have never been licensed by the WA DFI as a loan originator. Attorney Loan Modifications, Paul Cysewski, Benjamin Horton, and Preferred Law are in apparent violation of RCW 19.146.200(1) for engaging in the business of a mortgage broker without first obtaining and maintaining a license under the Act. Pursuant to RCW 19.146.010(14) "Mortgage Broker" means any person who, for compensation or gain, or in the expectation of compensation or gain ... (b) holds himself or herself out as being able to make a residential mortgage loan or assist a person in obtaining or applying to obtain a residential mortgage loan. Pursuant to WAC 208-660-22 006, a person "assists a person in obtaining or applying to obtain a residential mortgage loan" by, among other things, counseling on loan terms (rates, fees, other costs), [and] preparing loan packages ..."

Paul Cysewski and Benjamin Horton are not exempt from RCW 19.146 as they are not attorneys licensed to practice law in WA who are not principally engaged in the business of negotiating residential mortgage loans.

Attorney Loan Modifications, Paul Cysewski, Preferred Law, and Benjamin Horton are in apparent violation of RCW 19.146.020(6) for failing to make disclosures to loan applicants as required by RCW 19.146.030 and any other applicable state or federal law:

- In violation of 16 CFR 322.4(B)(1), Tester was not told that he can stop doing business with the MARS at any time or that if she rejects an offer she does not have to pay.
- In violation of 16 CFR 322.4(B)(2), Tester was not told that the MARS is not associated with the government, and their service is not approved by the government or Tester's lender.
- In violation of 16 CFR 322.4(B)(ii), the agent did not make the required disclosure, "Before using this service, consider the following information" at the beginning of the call.
- In violation of 16 CFR 322.4(B)(1), the email correspondence and attachments did not include the required disclosures that Tester can stop doing business with the MARS at any time or that if she rejects an offer she does not have to pay.
- In violation of 16 CFR 322.4(B)(2), the email correspondence and attachments did not include the required disclosures that the MARS is not associated with the government, and their service is not approved by the government or Tester's lender.

Attorney Loan Modifications, Paul Cysewski, Preferred Law, and Benjamin Horton violated 16 CFR 322.5 by requesting payment of any fee or other consideration until the consumer has executed a written agreement between the consumer and the consumer's dwelling loan holder or servicer incorporating the offer of mortgage assistance relief the provider obtained from the consumer's dwelling loan holder or servicer.

- Attorney Loan Modifications, Paul Cysewski, Preferred Law, and Benjamin Horton are in apparent violation of RCW 19.146.0201(13) for attempting to collect or charge or use or propose any agreement purporting to collect or charge any fee prohibited by RCW 19.146.030 or 19.146.070.
  - Attorney Loan Modifications, Paul Cysewski, Preferred Law, and Benjamin Horton are in apparent violation of RCW 19.146.070(1) for receiving a fee, commission, or compensation of any kind in connection with the preparation, negotiation, and brokering of a residential mortgage loan unless a borrower actually obtains a loan from a lender on the terms and conditions agreed upon by the borrower and mortgage broker.
- Attorney Loan Modifications, Paul Cysewski, Preferred Law, and Benjamin Horton are in apparent violation of RCW 19.146.353 for collecting an advance fee for residential mortgage loan modification services without providing the borrower a written disclosure summary of all material terms, in the format adopted by the department.

Attorney Loan Modifications, Paul Cysewski, Preferred Law, and Benjamin Horton, as third-party residential mortgage loan modification service providers, are in apparent violation of RCW 19.146.355 for receiving an advance fee greater than \$750.

The mission of Northwest Fair Housing Alliance (NWFHA) is to eliminate housing discrimination and ensure equal housing opportunity for the people of Washington State through education, counseling and advocacy. The policies and practices described herein have frustrated our mission as well as prevented us from using our resources in support of other fair housing activities. NWFHA has diverted resources to researching and investigating Respondent's practices described, herein, including conducting testing.

**What do you think will resolve this problem for you?**

- ☒ Issue orders to Respondents to cease and desist from conducting the business of a loan originator without obtaining and maintaining a loan originator license or qualifying for an exemption from licensure under the Act.
- ☒ Issue orders to Respondents to cease and desist from conducting the business of a mortgage broker without obtaining and maintaining a loan originator license or qualifying for an exemption from licensure under the Act.
- ☒ Respondents jointly and severally pay restitution totaling the amount collected for all consumers for residential mortgage loan modification services related to real property or consumers located in the state of Washington.
- ☒ Respondents jointly and severally pay restitution to NWFHA totaling the amount of diverted resources to investigate the violations identified herein.
- ☒ Impose fines against Respondents.

**Mortgage Information**

If your complaint involves a mortgage, what is the address of the property?

Address



STATE OF WASHINGTON  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
DIVISION OF CONSUMER SERVICES

P.O. BOX 41200 • Olympia, Washington 98504-1200  
Telephone (360) 902-8703 • TDD (360) 664-8126 • FAX (360) 596-3868 • <http://www.dfi.wa.gov/cs>

June 19, 2013

Preferred Law, PLLC  
dba Attorney Loan Modifications  
Attn: Compliance Officer  
8180 S 700 E  
Sandy, UT 84070

RE: Unlicensed Activity under the Mortgage Broker Practices Act – RCW 19.146

Dear Preferred Law:

It has come to the Department's attention that you may be engaging in business activity requiring licensure under Washington state law. Pursuant to chapter 19.146 RCW, the Mortgage Broker Practices Act (Act), individuals and entities providing or offering to provide residential mortgage loan modification services for compensation, including the negotiation of short sale transactions, for Washington State consumers, must be licensed by the Department, unless exempt pursuant to RCW 19.146.020.

RCW 19.146.010 (21) states:

"Residential mortgage loan modification services" includes negotiating, attempting to negotiate, arranging, attempting to arrange, or otherwise offering to perform a residential mortgage loan modification. "Residential mortgage loan modification services" also includes the collection of data for submission to any entity performing mortgage loan modification services.

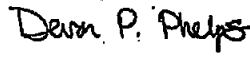
RCW 19.146.040 (11)(b) states:

"Loan originator" also includes a natural person who for direct or indirect compensation or gain or in the expectation of direct or indirect compensation or gain performs residential mortgage loan modification services or holds himself or herself out as being able to perform residential mortgage loan modification services.

If you are engaging in activity that requires licensure, this letter serves as a request that you discontinue such activity until you have obtained the required license. The Act and related rules and guidance can be found on the Department's web site at <http://dfi.wa.gov/cs/mortgage.htm>. Civil, administrative, and criminal penalties may apply for violations of the Act. You may wish to consult with your attorney regarding the applicability of the Act to your business activities.

Please respond to the enclosed Subpoena at the time, place, and manner of production as instructed. **Please note that you must fully and completely comply with the Subpoena, even if you claim an exemption.** Thank you for your cooperation.

Preferred Law, PLLC  
dba Attorney Loan Modifications  
June 19, 2013  
Page 2

Sincerely,  
  
Devon P. Phelps  
Financial Legal Examiner

Enclosures: Subpoena to Provide Documents and Explanation





042128

Preferred Law, PLLC  
Law Office

July 3, 2013

State of Washington  
Department of Financial Institutions  
Attn: Devon P. Phelps  
PO Box 41200  
Olympia, WA 98504-1200

**RECEIVED**  
RESPONDENT

**JUL 08 2013**

ENFORCEMENT UNIT  
DIVISION OF CONSUMER SERVICES  
DEPT OF FINANCIAL INSTITUTIONS

RE: Preferred Law, PLLC; Unlicensed Activity under the Mortgage Broker Practices Act – RCS 19.146

Dear Devon Phelps:

Thank you for your letter dated, June 19, 2013. I have enclosed my response to the "Subpoena to Provide Documents and Explanation."

To be clear, we have not engaged in any "loan modification services for compensation" in the State of Washington. Furthermore, our fee agreements explicitly exclude: "FORECLOSURE RESCUE AND PREVENTION SERVICES, LOSS MITIGATION SERVICES, FORECLOSURE CONSULTATION, LOAN MODIFICATION ASSISTANCE, MORTGAGE LOAN ORIGINATION AND SERVICING, MORTGAGE ASSISTANCE RELIEF SERVICE, DEBT NEGOTIATION OR ADJUSTMENT, OR OTHER STATE RELATED RELIEF."

All mortgage assistance relief services are directed to a competent mortgage assistance relief service, HUD certified housing counselor, a non-profit, and/or local counsel in accordance with 16 C.F.R. Part 322.

Please call me at (801) 386-5100 or e-mail me at [benhortonesq@yahoo.com](mailto:benhortonesq@yahoo.com) if you have any other questions. I look forward to hearing from you.

Sincerely,

Benjamin R. Horton  
Attorney at Law

STATE OF WASHINGTON  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
DIVISION OF CONSUMER SERVICES

IN THE MATTER OF DETERMINING  
Whether there has been a violation of the  
Mortgage Broker Practices Act of Washington by:  
Preferred Law, PLLC dba Attorney Loan  
Modifications,

No. 042128

SUBPOENA TO PROVIDE  
DOCUMENTS AND EXPLANATION

Respondent.

THE STATE OF WASHINGTON TO:

Preferred Law, PLLC dba Attorney Loan  
Modifications  
Attn: Compliance Officer

I, Pursuant to RCW 19.146.235, you are hereby directed to provide the following items and respond to the following questions under penalty of perjury. Whenever "you" is used it means Respondent(s) or any representative of Respondent(s).

1. Are you currently or have you ever provided or offered to provide loan modification services, including short sale negotiation services, for properties or consumers located in the state of Washington? Yes ☐ No ☒

Please explain the service provided or offered and the time period provided or offered:

2. Provide a complete list of all transactions in which you provided loan modification services, including short sale negotiation services, for properties or consumers located in the state of Washington, to include the transaction involving DFL. The list should include the consumer name(s), subject property address, date of transaction, compensation received, the specific service provided to earn the compensation, who paid the compensation, and the outcome of your efforts. N/A

3. Provide copies of any and all marketing solicitations targeted to the state of Washington. Include a list of all websites used for marketing purposes. None.

4. Do you do business under any other name such as under a registered trade name or fictitious name? Yes ☐ No ☒

Please list names, if applicable:

SUBPOENA AND REQUIREMENT  
FOR PRODUCTION OF RECORDS  
AND EXPLANATION  
Preferred Law, PLLC dba Attorney Loan Modifications

DEPARTMENT OF FINANCIAL INSTITUTIONS  
Division of Consumer Services  
MS 41200  
Olympia, WA 98504-1200  
(360) 902-5703

5. Provide the names and titles of all current and former owners; directors, principals, and officers of Respondent(s):

Benjamin Horton

6. Provide the names and titles of all current and former employees of Respondent(s):

Benjamin Horton

7. Are you or anyone associated with you, such as an owner, director, principal, officer, or employee:

- a. Licensed by the Department as a mortgage broker? Yes ☐ No ☒
- b. Licensed by the Department as a consumer loan company? Yes ☐ No ☒
- c. Licensed by the Department as a mortgage loan originator? Yes ☐ No ☒
- d. Licensed by the Department of Licensing as a real estate broker? Yes ☐ No ☒
- e. Licensed as an attorney in the state of Washington? Yes ☐ No ☒
- f. Licensed in any other states in the same or similar capacities? Yes ☒ No ☐

If yes to any of the above, provide the name(s), state(s), and license number(s).

Utah Attorney 11452

8. If your company is claiming an exemption under RCW 19.146.020, provide documentation to substantiate your claim and a written explanation of your exclusion from licensure (ie why you are not subject to licensure).

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

DATED this 2nd day of July, 2013, in Sandy (city), UT (state).

[Signature]  
Signature of Authorized Representative

Benjamin Horton  
Print Name and Title

Preferred Law, PLLC dba Attorney Loan Modifications

8180 S 700 E, Ste 110

(801) 386-5100

Sandy, UT 84070  
Address

Phone Number

SUBPOENA AND REQUIREMENT  
FOR PRODUCTION OF RECORDS  
AND EXPLANATION  
Preferred Law, PLLC dba Attorney Loan Modifications

2

DEPARTMENT OF FINANCIAL INSTITUTIONS  
Division of Consumer Services  
MS 41200  
Olympia, WA 98504-1200  
(360) 902-8703

1 II. You must provide the above-requested information and documents to the Department  
2 by 5:00 p.m., July 4, 2013. The Department's address is:

3 U.S. Mail:

4 Department of Financial Institutions  
5 Division of Consumer Services  
Enforcement Unit  
PO Box 41200  
Olympia, WA 98504

Overnight Delivery:

Department of Financial Institutions  
Division of Consumer Services  
Enforcement Unit  
150 Israel Rd SW  
Tumwater, WA 98501

6 III. Pursuant to RCW 19.146.235: For the purposes of investigating violations or complaints  
7 arising under this chapter, the director may at any time, either personally or by a designee,  
8 investigate the business, including but not limited to the books, accounts, records, and files used  
9 therein, of every licensee and of every person engaged in the business or mortgage brokering,  
10 whether such person acts or claims to act under, or without the authority of, this chapter. The  
11 director or designated person may direct, subpoena, or order the attendance of and examine under  
12 oath all persons whose testimony may be required about the loans or the business or subject matter  
13 of any such investigation, and may direct, subpoena, or order such person to produce books,  
14 accounts, records, files, and any other documents the director or designated person deems relevant  
15 to the inquiry. No person subject to examination or investigation under this chapter may knowingly  
16 withhold, abstract, remove, mutilate, destroy, or secrete any books, records, computer records, or  
17 other information.



18 Served by mail:  
19 Wednesday, June 19, 2013

20  
21  
22  
23  
24  
SUBPOENA AND REQUIREMENT  
FOR PRODUCTION OF RECORDS  
AND EXPLANATION  
Preferred Law, PLLC dba Attorney Loan Modifications

DEPARTMENT OF FINANCIAL INSTITUTIONS  
Division of Consumer Services  
MS 41200  
Olympia, WA 98504-1200  
(360) 902-8702

STATE OF WASHINGTON  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
DIVISION OF CONSUMER SERVICES

IN THE MATTER OF INVESTIGATING A  
COMPLAINT FILED UNDER THE  
MORTGAGE BROKER PRACTICES ACT

Complaint No. 042128

THE DEPARTMENT'S RESOLUTION  
AND CLOSURE OF COMPLAINT

BY: DFI,

Complainant,

AGAINST: Preferred Law, PLLC d/b/a  
Attorney Loan Modifications,

Respondent.

As you were previously informed, a complaint was opened against Respondent under chapter 19.146 RCW, the Mortgage Broker Practices Act (Act). Complainant alleged that Respondent was providing residential loan modification services for consumers located in Washington State without a license.

The Department of Financial Institutions Division of Consumer Services, under the authority of RCW 19.146.235, conducted a limited scope investigation into this matter. Based upon its investigation and the documents and statements provided by the parties, the Department makes the following determination:

- RCW 19.146.200(1): Engaged in the business of a mortgage broker or loan originator without obtaining and maintaining a license in compliance with this section.

Respondent asserted it is exempt from licensure under the Act as it does not perform any modification or other loss mitigation services in Washington State as its fee agreement explicitly excludes such "state related relief" services. However, Respondent's contracts indicate it negotiates with the consumer's lender for relief under federal programs, activity which requires licensure. Therefore, Respondent must cease and desist from conducting the business of a mortgage broker without licensure or without meeting the requirements for an exemption. The Department retains the authority to pursue further enforcement action against Respondent in the event that the Department receives other complaints against Respondent.

Accordingly, this Resolution and Closure of Complaint serves as notice that this complaint filed against Respondent is closed. However, the Department of Financial Institutions Division of Consumer Services retains the authority to reopen this complaint in the event that subsequent information comes to our attention relevant to this matter. This resolution is not considered a formal administrative or enforcement action for purposes of NMLS disclosure reporting.



Dated: Wednesday, August 29, 2013

*Devon P. Phelps*

Devon P. Phelps  
Financial Legal Examiner



## Utah State Bar

Office of Professional Conduct  
645 South 200 East, Suite 205 • Salt Lake City, Utah 84111-3834  
Telephone: (801) 531-9110 • FAX: (801) 531-9912  
E-mail: [opc@utahbar.org](mailto:opc@utahbar.org)

**Billy L. Walker**  
Senior Counsel  
**Todd Wahquist**  
Deputy Senior Counsel  
**Diane Akiyama**  
Assistant Counsel  
**Adam C. Bevis**  
Assistant Counsel  
**Shirades Fleming**  
Assistant Counsel  
**Barbara L. Townsend**  
Assistant Counsel

April 16, 2014

Preferred Law, PLLC  
Benjamin R. Horton, Attorney  
2825 E COTTONWOOD PKWY  
STE 500  
Salt Lake City UT 84121

Re: Information Submitted Concerning Benjamin R. Horton  
OPC File No. 14-0174

Dear Mr. Horton:

This is to notify you that the Utah State Bar's Office of Professional Conduct ("OPC") has received information concerning your law practice. A copy of the information is enclosed. We recognize that having our office involved in matters such as this can be inconvenient and unsettling. For this reason the OPC strives to determine the appropriate course of action as quickly as possible. Because the information received was not verified and notarized it does not constitute a Bar complaint pursuant to Rule 14-510(a) of the Rules of Lawyer Discipline and Disability ("RLDD"). Nevertheless, pursuant to Rule 14-504(b)(1) of the RLDD, the OPC has the duty to screen all information coming to its attention that may relate to misconduct of an attorney.

In accordance with this duty, the OPC will review the information submitted and take one of the following actions:

- 1) Refer the information to the Utah State Bar's Consumer Assistance Program;
- 2) Return the information to the person with a request for notarization and verification (or notarization by this office as an OPC complaint); or
- 3) Decline to prosecute the matter.

If the OPC refers the matter to the Consumer Assistance Program, it can be addressed informally by the Consumer Assistance attorney, Jeannine Timothy. In that case, Ms. Timothy will contact you with respect to her efforts at resolution of the problem between you and the person who submitted the information. Please respond immediately if you are contacted by Ms. Timothy because if this problem is resolved by the Consumer Assistance Program, there will be no record of an official Bar complaint against you based on this information.

Page 2 of 2

If the OPC determines the allegations are potentially serious enough to warrant further investigation, it will either request notarization from the person submitting the information or open an OPC complaint based on the information. At that point, the OPC will request a written response from you to the allegations and information submitted.

Where appropriate the OPC may exercise its discretion and decline to prosecute any ethical misconduct allegations. This typically occurs in situations where the allegations are unsupported by sufficient evidence or where there are issues underlying the allegations that should be first considered in another forum. The OPC will inform the person sending the information that once the issues are resolved, information can be resubmitted and reconsidered.

For more information about the process, and the rules governing the OPC, you may visit the Bar's website at [www.utahbar.org/opc/](http://www.utahbar.org/opc/).

You will be notified as this matter progresses in accordance with what is stated in this letter.

Sincerely,



Diane Akiyama  
Assistant Counsel  
Office of Professional Conduct

DA/cms  
Enclosure

**OPC Case**

**#14-2338**

**Benjamin R. Horton / [REDACTED]**



4

**Tell the Problem you are having.**

I filed a Refund and Demand notice June 14, 2014 with:

Preferred Law, PLLC  
8180 South 700 East Street  
Suite 110  
Sandy, UT 84070-0564

I never had contact with a lawyer. Mr. Benjamin Horton is the only lawyer name I could identify on the Firms Web-site.

Preferred Law was hired to assist me receive a Federal Loan Mortgage Modification Program under the Federal Mortgage Assistance Relief Act. (MARS). The mortgage collector for our home was IndyMack Bank a collection agent owned by One West Bank. My mortgage was sold to Ocwen Mortgage Services LLC, January 1<sup>st</sup>. 2014. The transaction took place without 3<sup>rd</sup> party assistance from Preferred Law. I contacted them when I was informed by the bank my mortgage was sold. In November and December 2013 they made 3 auto withdraws of \$297.00 total \$891.00 from my bank account. They did nothing for these funds.

I was unaware it was illegal to charge upfront fees for services supplied for the H.A.M.P. (Home Affordable Modification Program.) I did not learn of this until May 2014 when I contacted a home owner's advocacy group.

When Preferred Law was hired my expectation was I supply all documents to qualify for a modification, which I did, and they would handle all inquiries with the mortgage collector. My vision is limited and medically impaired with wet Macular degeneration. During the nine months the law firm was paid for their service the following negative events took place:

- I had 3 different negotiators assigned in 9 months.
- The house almost sold in foreclosure auction Monday after Labor Day 2013 (Information Enclosed.)
- The modification cancelled by IndyMac Bank and sold to Ocwen Mortgage Services, LLC 02/01/2014 without Preferred Law assistance.( Information enclosed)
- The house is turned over for foreclosure to Ocwen, LLC. in November 2014. .

My bank account was charged \$3900.00 and \$891.00 for a total of \$4791.00 for this mortgage modification assistance.

My last demand and complaint notice, September 11, 2014 with the Preferred Law Audit department has been ignored.

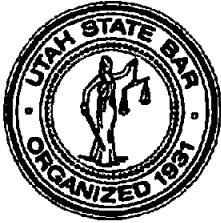
Please help me receive a refund Of \$4,791.00. This situation has caused a severe hardship for my family and I lost my home.

Respectfully:

[Redacted]  
[Redacted]  
Atlanta,, GA [Redacted]

e-mail: [Redacted]

[Redacted]



**Billy L. Walker**  
Senior Counsel

**Todd Wahlgvist**  
Deputy Senior Counsel

**Diane Aldyama**  
Assistant Counsel

**Adam C. Bavis**  
Assistant Counsel

**Sharadea Fleming**  
Assistant Counsel

**Barbara L. Townsend**  
Assistant Counsel

## Utah State Bar

Office of Professional Conduct  
645 South 200 East, Suite 205 • Salt Lake City, Utah 84111-3834  
Telephone: (801) 531-9110 • FAX: (801) 531-8912  
E-mail: [opo@utahbar.org](mailto:opo@utahbar.org)

August 31, 2015

**Benjamin R. Horton**  
2825 E. Cottonwood Parkway, Ste. 500  
Salt Lake City, UT 84121

Re: Informal Complaint Filed By [REDACTED]  
OPC File No.: 14-2338

Dear Mr. Horton:

This is to notify you that the Utah State Bar's Office of Professional Conduct ("OPC") has received a Notarized and Verified Informal Complaint from [REDACTED]. A copy of the informal complaint is enclosed. We recognize that having our office involved in matters such as this can be inconvenient and unsettling. For this reason the OPC strives to determine the appropriate course of action as quickly as possible. In accordance with its authority, and pursuant to the Rules of Lawyer Discipline and Disability, the OPC will review the matter and take one of the following actions:

- 1) Dismiss the matter when, in our view, the factual allegations of the Informal Complaint, even if true, do not raise the likelihood that there has been a violation of the Rules of Professional Conduct;
- 2) Exercise our discretion and decline to prosecute any misconduct allegations in certain situations, such as when the allegations are unsupported by sufficient evidence or where there are issues underlying the allegations that should be first considered in another forum (the OPC will inform the person sending the information that once the issues are resolved, information can be resubmitted and reconsidered);
- 3) In cases that satisfy the parameters identified in Rule 14-533 of the Rules of Lawyer Discipline and Disability, agree to divert certain types of complaints away from discipline, and into one or more alternative programs, the suitability of which depends on the issues and/or misconduct presented by the complaint (if you are interested in Diversion your request to have your case considered for Diversion should be submitted to the OPC in writing after reviewing the rule to familiarize yourself with the qualifications and requirements of the program);

- 4) Continue to the next stage in the process, which may include a Notice of Informal Complaint.

The OPC's course of action in these matters is generally based on our review of the materials provided by the complaining party as well as the attorney's response to the allegations. This letter is to inform you that we have received an informal complaint, and any information you provide our office will assist in our initial review and may lead to a quicker resolution of this matter.

If you have questions about the disciplinary process and your rights and obligations with respect to it please contact Jeannine Timothy, who serves in the Disciplinary Process Information Office. You can reach her at 801-257-5515. Ms. Timothy can provide general information about attorney discipline and can refer you to the appropriate procedural rules in order to guide you through this process. Ms. Timothy cannot, however, give legal advice and because she is not part of the Office of Professional Conduct her opinions are not binding on this office. For more information about the process, and the rules governing the OPC, you may visit the Bar's website at [www.utahbar.org/opc/](http://www.utahbar.org/opc/).

You will be notified as the matter progresses in accordance with what has been stated in this letter. If you are willing to accept future correspondence and notices from the OPC electronically at the email address on record with the Utah State Bar, you may notify us in writing or by email at [opcstaff@utahbar.org](mailto:opcstaff@utahbar.org).

Sincerely,



Adam C. Bevis  
Assistant Counsel  
Office of Professional Conduct

ACB/cms  
Enclosure



**Billy L. Walker**  
Senior Counsel

**Todd Wahlquist**  
Deputy Senior Counsel

**Diane Akiyama**  
Assistant Counsel

**Adam C. Bevis**  
Assistant Counsel

**Sharadee Fleming**  
Assistant Counsel

**Barbara L. Townsend**  
Assistant Counsel

# Utah State Bar

Office of Professional Conduct  
845 South 200 East, Suite 205 • Salt Lake City, Utah 84111-3834  
Telephone: (801) 531-9110 • FAX: (801) 531-9912  
E-mail: [opc@utahbar.org](mailto:opc@utahbar.org)

September 23, 2015

**Benjamin R. Horton**  
2825 E. Cottonwood, Pkwy. Ste. 500  
Salt Lake City, UT 84121

## NOTICE OF INFORMAL COMPLAINT OPC File No.: 14-2338

Dear Mr. Horton:

On August 31, 2015 [REDACTED] filed an informal complaint against you with the Utah State Bar's Office of Professional Conduct ("OPC"). A true copy of the signed informal complaint is attached hereto. Pursuant to Rule 14-504 and 14-510 of the Utah Rules of Lawyer Discipline and Disability ("RLDD"), the OPC conducted an investigation of the information and has determined that good cause exists to bring the matter before a Screening Panel of the Utah Supreme Court's Ethics and Discipline Committee.

### FACTS

Based on the informal complaint and our investigation thus far, this is a summary of our viewpoint as to what has occurred:

1. Mr. John [REDACTED] retained you to assist him in a mortgage modification case. The fee agreement was sent to Mr. [REDACTED] and signed by him on October 10, 2013.
2. On February 19, 2013, Mr. [REDACTED] received a letter guaranteeing a modification of his loan.
3. Mr. [REDACTED] states that he was billed, and paid, \$4,791.00 for legal services, yet he believes nothing of substance had been accomplished for the fees paid.
4. It appears most, if not all, of the complainant's contacts with your firm were through non-lawyer assistants. His requests for a refund and information about his case were generally addressed to your staff. He states he never spoke to an attorney while he was represented by Preferred Law.
5. Your firm eventually offered to refund \$1,100.00 of the retainer on January 6, 2015.

6. The complainant is located in Georgia. According to Utah State Bar records, you are not licensed to practice law in Georgia.

### **RULE VIOLATIONS**

Based on the OPC's investigation thus far, we have preliminarily determined that the following Rules of Professional Conduct may have been violated:

**Rule 1.3 - Diligence:** This rule states: "A lawyer shall act with reasonable diligence and promptness in representing a client." You may have violated this Rule if, as alleged, you failed to diligently represent your client.

**Rule 1.4(a) - Communication:** This rule states: "A lawyer shall: (1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules; (2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (3) keep the client reasonably informed about the status of the matter; (4) promptly comply with reasonable requests for information; and (5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law." You may have violated this Rule if you never actually communicated with your client about his case. He states that he never spoke directly to an attorney, and only found your name on the website for Preferred Law after dealing with non-lawyers throughout the representation.

**Rule 1.5(a) - Fees:** This rule states: "A lawyer shall not make an agreement for, charge or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following: (1) the time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; (2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (3) the fee customarily charged in the locality for similar legal services; (4) the amount involved and the results obtained; (5) the time limitations imposed by the client or by the circumstances; (6) the nature and length of the professional relationship with the client; (7) the experience, reputation and ability of the lawyer or lawyers performing the services; and (8) whether the fee is fixed or contingent." You may have violated this Rule if, as alleged, you collected an excessive fee from Mr. [REDACTED]

Rule 5.5(a) - Unauthorized Practice of Law; Multijurisdictional Practice of Law: This rule states: "A lawyer shall not practice law in a jurisdiction in violation of the regulation of the legal profession in that jurisdiction, or assist another in doing so." You may have violated this Rule by practicing law in Georgia, and/or by allowing your non-attorney staff to engage in UPL in Georgia.

### **YOUR RESPONSE**

Rule 14-510(a)(6) of the Rules of Lawyer Discipline and Disability ("RLDD") provides, "[w]ithin twenty (20) days after service of the Notice of Informal Complaint on the respondent, the respondent shall file with OPC counsel a written and signed answer setting forth in full an explanation of the facts surrounding the informal complaint, together with all defenses and responses to the claims of possible misconduct."

If you previously submitted a written response to a request for information from the OPC, you may incorporate your previous response into your answer to this Notice of Informal Complaint. If you have already submitted copies of documents you can simply refer to them in your answer and you do not need to resubmit copies of these documents.

Following receipt of your response, or if no response is submitted by you, the OPC will refer the matter to a Screening Panel of the Ethics and Discipline Committee of the Utah Supreme Court pursuant to rules 14-510(a)(6) and 14-510(b)(1) of the RLDD. You will be notified of the date and time set for the hearing. Please note that rule 14-510(b) of the RLDD sets forth Screening Panel hearing procedures.

### **CONSEQUENCES OF FAILURE TO RESPOND**

Rule 14-532(a) of the RLDD provides, "[i]f having received actual notice of the charges filed, the respondent fails to answer the charges within twenty (20) days, the respondent shall be deemed to have admitted the factual allegations." Accordingly, if you do not provide a response to the charges in this Notice of Informal Complaint within 20 days, the OPC may request the Screening Panel find the allegations are admitted.

Additionally, Rule 8.1(b) of the Rules of Professional Conduct provides, in material part, attorneys shall not "knowingly fail to respond to a lawful demand for information from an admissions or disciplinary authority." Further, the Comment following the rule states "it is a separate professional offense for a lawyer to knowingly make a misrepresentation or omission in connection with a disciplinary investigation of the lawyer's own conduct. Paragraph (b) of this Rule also requires correction of any prior misstatements in the matter that the applicant or lawyer may have made and affirmative clarification of any misunderstanding on the part of the admissions or disciplinary authority of which the person involved becomes aware." Failure to do so may constitute a separate violation of the Rules of Professional Conduct.

Sincerely,



Adam C. Bevis  
Assistant Counsel  
Office of Professional Conduct

ACB/

Enclosure

cc: [REDACTED] (w/out enclosure)

CERTIFICATE OF SERVICE

I hereby certify that on the 23 day of September, 2015, the foregoing Notice of Informal Complaint was mailed via United States first-class mail, postage pre-paid to Mr. Benjamin R Horton at 2825 E COTTONWOOD PKWY STE 500 SALT LAKE CITY, UT 84121, the address reflected in the records of the Utah State Bar.



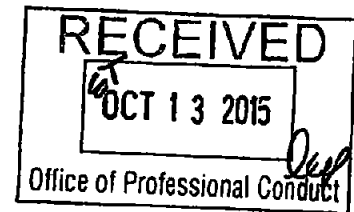




PROFESSIONAL CONDUCT  
BOARD OFFICE

October 8, 2015

Utah State Bar  
Office of Professional Conduct  
Attn: Adam C. Bevis  
645 South 200 East, Suite 205  
Salt Lake City, UT 84111-3834



RE: Response [REDACTED] (the "Complainant")  
OPC File No. 14-2338

Dear Mr. Bevis:

I am in receipt of the Notice of Informal Complaint, dated September 23, 2015. This formal response incorporates my prior letter submitted to the Utah State Bar, dated May 13, 2015.

In addition to the May 13, 2015 letter and its attachments, what follows are my responses to the factual and rule violations allegations in the Notice of Informal Complaint.

#### FACTS

1. *Mr. [REDACTED] retained you to assist him in a mortgage modification case. The fee agreement was sent to Mr. [REDACTED] and signed by him on October 10, 2013.*

**Answer:** The allegation is false. The Complainant became a client on February 25, 2013. He was a client until February 14, 2014. Although Mr. [REDACTED] had possession of the fee agreement from March 2013, he did not sign it until October 10, 2013 (he requested a new copy). The fee agreement, signed by Mr. [REDACTED] identified the services that Preferred Law, PLLC ("Preferred Law") agreed to provide which explicitly and clearly excluded mortgage modification services. To be clear, we do not provide any other services but those identified in the fee agreement. By providing these federal legal services, Preferred Law created an atmosphere in which a modification could take place for Mr. [REDACTED]. Preferred Law's efforts were successful.

2. *On February 19, 2013, Mr. [REDACTED] received a letter guaranteeing a modification of his loan.*

**Answer:** On February 19, 2013, Modification Review Board, LLC, not Preferred Law, submitted a letter guaranteeing that Mr. [REDACTED] would obtain a modification if he would meet certain conditions. Based on Mr. [REDACTED] subsequent actions in prematurely terminating all services, Mr. [REDACTED] did not meet said conditions.

3. *Mr. [REDACTED] states that he was billed, and paid, \$4,791.00 for legal services, yet he believes nothing of substance had been accomplished for the fees paid.*

**Answer:** The allegation is false. Preferred Law, PLLC did exactly as it promised in its fee agreement. Preferred Law created the atmosphere in which a modification could take place. Mr. [REDACTED] would have most certainly

1 | Page

received a modification but for his ill-advised decision to terminate all services. Also, the amount paid by Mr. [REDACTED] over the one-year period was \$4,141.00 (one payment was returned for \$650).

4. *In appears most, if not all, of the complainant's contacts with your firm were through non-lawyer assistants. His requests for a refund and information about his case were generally addressed to your staff. He states he never spoke to an attorney while he was represented by Preferred Law.*

**Answer:** Correct. However, it should be noted that I maintained a supervisory role throughout the entire process and Mr. [REDACTED] was continually apprised of his situation on a near weekly basis. At no time has Mr. [REDACTED] alleged that he was not being dutifully apprised of his situation. There was no necessity for me to personally telephone Mr. [REDACTED]

5. *Your firm eventually offered to refund \$1,100.00 of the retainer on January 6, 2015.*

**Answer:** In addition to other attempts, Preferred Law offered \$1,100 of the total fees paid by Mr. [REDACTED] in order to end the relationship amicably.

6. *The complainant is located in Georgia. According to Utah State Bar records, you are not licensed to practice law in Georgia.*

**Answer:** Correct. All of Preferred Law's legal services were limited to federal legal issues only and contractually excluded all state-specific issues.

## **RULE VIOLATIONS**

### **Rule 1.3 – Diligence.**

As shown in the May 13, 2015 letter, on February 25, 2013, Preferred Law took on representation, submitted its Qualified Written Request to IndyMac OneWest began reviewing the file and all documentation received, submitted all modification work to American Home Loan Counselors (AHLIC), and continued its federal compliance supervisory role as agreed in the fee agreement. Preferred Law maintained a supervisory role throughout its representation of Mr. [REDACTED] over a one-year period. AHLIC, which provided the day-to-day work, maintained good notes and also performed diligently. In the end, our mutual efforts were going to be successful; however, Mr. [REDACTED] arbitrarily and prematurely terminated our combined services.

### **Rule 1.4(a) – Communication.**

There is nothing in the allegation of the Complainant that says that I violated Rule 1.4(a) in any manner. Rule 1.4(a) does not forbid attorneys from working through other personnel in keeping the client apprised of his or her situation. As shown in the notes, attached to the Notice of Complaint, Mr. [REDACTED] was informed of the status of his file on a near weekly basis. Mr. [REDACTED] was "reasonably informed about the status of the matter ..." as required by Rule 1.4(a).

### **Rule 1.5(a) – Fees.**

All services charged over the one-year period were reasonable. The OPC would find it difficult to find another lawyer who would charge less. In addition to those factors outlined in Rule 1.5, the OPC must note that this sort

2 | Page

of legal representation carries with it the HIGH potentiality of being sued and facing a myriad of complaints in many jurisdictions.

**Rule 5.5(a) – Unauthorized Practice of Law; Multijurisdictional Practice of Law.**

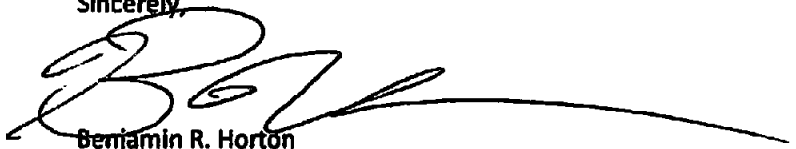
The fee agreement, signed by Mr. [REDACTED] identified the federal legal services that Preferred Law agreed to provide on his behalf. All of these services are related exclusively to federal law. These type of legal services are not prohibited by Rule 5.5(a).

**Conclusion**

In summary, Preferred Law was hired by Mr. [REDACTED] to create, via federal law, a legal atmosphere in which a mortgage modification could take place. Mr. [REDACTED] house was set for foreclosure on September 3, 2013 but was confirmed cancelled on August 26, 2013. But for our actions, Mr. [REDACTED] would have lost his house on September 3, 2013 and remained in his home until terminating our services on February 14, 2014. In addition, from January 2013, Mr. [REDACTED] did not pay his mortgage.

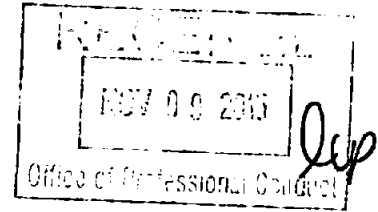
The fact that Mr. [REDACTED] mortgage loan servicer changed on his file from IndyMac to Ocwen was HIGHLY indicative that Mr. [REDACTED] was going to get the modification he desired if we would have only continued using our services. Against, our explicit instruction, Mr. [REDACTED] terminated our services on February 14, 2014 and then his home was allegedly turned over for foreclosure on November 14, 2014, nine months later.

Sincerely,



Benjamin R. Horton  
Attorney at Law

November 6, 2015  
Utah State Bar  
Office of Professional Conduct  
Attn: Adam C. Bevis  
645 South East, Suite 205  
Salt Lake City, UT 84111-3834



Response Mr. Benjamin R. Horton Preferred Law PLLC.  
November 6, 2015 Letter  
OPC File No.14-2338

Dear Mr. Bevis,  
My response to Mr. Horton is Rule 1.5 Fees.

Mr. Horton states that my fees paid were \$ 4,141.00.

Thus is false. Attached is bank statements exhibit A and Exhibit B Proof of payment drawn from Bank America, Roswell, GA. No draws were sent to Preferred Law PLLC. Total Payments were \$4,791.00.

I have no records of receiving a \$650.00 credit.

The FTC requires attorneys place advanced fees they collect in a client trust account and comply with state laws and regulations covering such accounts. This requires client funds be kept separate from Lawyers' personal and/or business funds until such time the funds have been earned.

In summary I demand the \$650.00 credit not received plus (3) three continuity payments \$297.00 totaling  $\$791.00 + \$650.00 = \$ 1441.00$ .

Sincerely

Atlanta, Ga.

Date November 5, 2013

Proof of Payment Form Exhibit A.

Six \$650.00 bank draws, Bank American, Roswell, GA.

March 7, 2013 AM Property Inc. Attach Sht. \$650.00

April 9, 2013 FMG, LLC See Attached Sheet \$650.00

May 9, 2013 FMG, LLC See Attached Sheet \$650.00

June 7, 2013 FMG, LLC See Attached Sheet \$650.00

July 9, 2013 FMG, LLC See Attached Sheet \$650.00

August 6, 2013 FMG, LLC See Attached Sheet \$650.00

**SUB. Total Paid to Exhibit A. \$3900.00**

Proof of Payment Form Exhibit B Continuty Fees.

Three \$297.00 bank draws, Bank America, Roswell, GA

November 29, 2013 AM Property MANA See Attached Sht. \$297.00 s

December 31, 2013 AM Property MANA See Attached Sht. \$297.00

January 28, 2014, AM Property MANA See Attached Sheet. \$297.00

**Sub. Total Paid to Exhibit B. \$891.00**

**Grand Total \$4791.00**

**Complainant has no record of \$650.00 credit.**

BEFORE THE ETHICS AND DISCIPLINE COMMITTEE  
OF THE UTAH SUPREME COURT

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In the Matter of the  
Complaint Against:

**Benjamin R. Horton,  
Attorney At Law**

) **NOTICE OF HEARING**  
)  
) **February 4, 2016 12:45 pm**  
)  
) **14-2338**  
) **Complainant: [REDACTED]**  
)

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To: The above-named Respondent:

The Utah State Bar's Office of Professional Conduct ("OPC") has referred the above-identified informal complaint for review by a Screening Panel of the Ethics and Discipline Committee of the Supreme Court.

The Screening Panel members assigned to hear this matter are:

**Alexis Cairo  
Public Member**

**Nanci Bockellie  
Bockellie Law Office**

**Linda Blake  
Public Member**

**Amy Kennedy  
Dart, Adamson & Donovan**

**Randall Jeffs  
Jeffs & Jeffs**

**Bryan Pattison  
Durham Jones & Pinegar**

**Eric Mittelstadt  
Utah Legal Services**

**Corbin Gordon  
Gordon Law Group**

If you believe there may be a conflict of interest with any Panel Members, you should raise the issue in writing prior to the hearing.

The Screening Panel will conduct a hearing in this matter on **Thursday, February 4, 2016 beginning at 12:45 pm** at the Utah Law and Justice Center at 645 South 200 East, Salt Lake City, Utah. Please note that it would be advisable that you arrive fifteen minutes prior to the time set for this matter so that if another matter

scheduled before your matter ends early, you will be ready to proceed earlier than your appointed time.

The Screening Panel is appointed by the Utah Supreme Court to hear and consider complaints filed against Respondents for alleged violations of the Rules of Professional Conduct. This panel has the authority to dismiss the complaint, issue a caution to the Respondent, issue a private admonishment to the Respondent, issue a public reprimand to the Respondent, or determine that there is probable cause to authorize filing a formal Complaint against the Respondent for further proceedings. The Screening Panel, in disciplinary matters, is concerned only with the Respondent's alleged conduct and cannot order restitution for repayment of money or a judgment against the Respondent.

Pursuant to Rule 14-510(b)(1) of the Rules of Lawyer Discipline and Disability ("RLDD"), the Screening Panel has the authority to make its determination based on facts developed by the informal complaint, answer, investigation, the OPC's recommendation, and in the Screening Panel Hearing.

Each case will be set to be heard in a one hour time period. Prior to every hearing, the members of the Screening Panel will have had an opportunity to review all of the information submitted by the parties so that in most cases, one hour is sufficient to allow the parties to summarize their positions, answer the Screening Panel's questions, and elaborate on the issues feel are important pieces of information.

Complainants and Respondents will be allowed to present evidence as set forth below within this time period. If a Complainant or Respondent feels that additional time is needed, a written request for additional time must be made within five working days of the date of this Notice of Hearing. The written request must specify with particularity the reasons for the additional time. As secretary to the Panel, the OPC will forward the request for additional time to the Chair or Vice Chair of the Screening Panel, who will determine whether additional time will be allowed.

Please note that prior to the Hearing, both the Complainant and Respondent will be provided (via a cloud service) a summary of the OPC's investigation and an electronic copy of all the documents that have been provided to the OPC. The documents will be indexed and numbered on each page and will be the official record for the proceeding as reviewed beforehand by the Panel. Therefore, the parties are hereby notified that they should review the official record they receive to ensure the documents they have provided have been included, and they should be prepared to have the Hearing conducted based on the official record. A hard copy of the file will be available for reference at the Hearing.

Pursuant to Rule 14-510(b)(2) of the RLDD, the Respondent is hereby afforded an opportunity to appear before the Screening Panel and testify under oath, together with any witnesses called by the Respondent, and to present oral argument with respect to the informal complaint. All testimony will be recorded and preserved so long as proceedings are pending. At least ten days in advance of the Hearing, the Respondent may submit a written brief, not to exceed ten pages in length. It is not necessary for a Respondent to wait until receiving the summary of the OPC's investigation before submitting a brief. A copy of the brief will be forwarded to the Complainant.

Pursuant to Rule 14-510(b)(3) of the RLDD, the Complainant has the right to appear before the Screening Panel and to testify under oath, together with any witnesses called by the Complainant. The Complainant may be represented by counsel or some other representative.

Pursuant to Rule 14-510(b)(4) of the RLDD, the Complainant and the Respondent each have the right to be present during the presentation of evidence unless they are excluded from the Hearing by the Screening Panel Chair or Vice Chair for good cause. Either the Complainant or the Respondent may seek responses from the other by posing questions to be asked by the Panel Chair. Direct cross examination will not be permitted except on request when the Panel Chair deems it would materially assist the Panel in its deliberations. After the Hearing, the Panel will deliberate and make a decision concerning the case.

Please be advised that Rule 14-532(b) of the RLDD provides; "[i]f the Respondent, having been ordered by the Committee to appear and having received actual notice of that order, fails to appear, the Respondent shall have been deemed to have admitted the factual allegations which were the subject of such appearance. The Committee shall not, absent good cause, continue or delay proceedings because of Respondent's failure to appear." In this respect, this Notice of Hearing is the Committee's order requiring the Respondent to appear. If the Respondent does not appear, the OPC may request that the factual allegations in this matter be deemed admitted.

For good cause, the Complainant, the Respondent, and any witnesses may arrange in advance to appear at the Hearing by telephone. If you need to request to appear by telephone, call Laura Pennock at 801-297-7044.

Requests by the Respondent for a continuance of the Hearing pursuant to rule 14-510(b)(9), unless stipulated to by the OPC, shall be made in writing through the OPC to the Chair or Vice-Chair of the Ethics and Discipline Committee. Upon consideration of the position of the OPC and the reasons for the Respondent's request for the

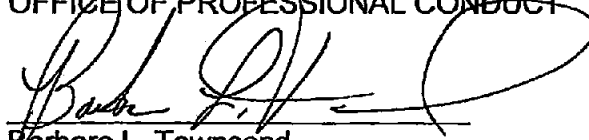


continuance, the Chair or Vice Chair of the Ethics and Discipline Committee shall decide whether to grant the continuance.

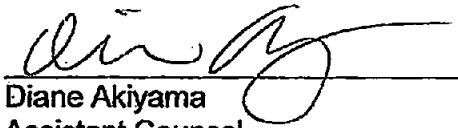
At the hearing, the OPC will be represented by Barbara L. Townsend.

DATED: December 22, 2015.

OFFICE OF PROFESSIONAL CONDUCT



Barbara L. Townsend  
Assistant Counsel  
Telephone: (801) 531-9110



Diane Akiyama  
Assistant Counsel  
Telephone: (801) 531-9110

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY that on December 22, 2015, I mailed via United States first-class mail, postage prepaid, the foregoing Notice of Hearing to:**

**Benjamin R. Horton  
2825 East Cottonwood Pkwy, Suite 500  
Salt Lake City, UT 84121**

**[REDACTED]  
Atlanta, GA [REDACTED]**

  
\_\_\_\_\_

---

**BEFORE THE ETHICS AND DISCIPLINE COMMITTEE  
OF THE UTAH SUPREME COURT**

---

**In the Matter of the  
Complaint Against:**

**Benjamin R. Horton,  
Attorney At Law**

)  
)  
) **SUMMARY OF OPC'S INVESTIGATION**  
) **AND**  
) **RECOMMENDATIONS**  
)  
) **OPC Case #: 14-2338**  
)  
)

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The Office of Professional Conduct ("OPC") opened a case on December 12, 2014, based upon information received from [REDACTED] concerning attorney Benjamin R Horton. Pursuant to Rule 14-504 of the Utah Rules of Lawyer Discipline and Disability, the OPC conducted an investigation of the information. In accordance with Rule 14-510(a)(5), the OPC has determined that the informal complaint could not be resolved by other means, or that the informal complaint sets forth facts which, by their very nature, should be brought before the Screening Panel, or that good cause otherwise exists to bring the matter before the Screening Panel. Therefore, the OPC is bringing the case before the Ethics and Discipline Committee for investigation, consideration and determination or recommendation. To assist the Committee, the OPC offers the following: (1) a summary of the facts, (2) a summary of the allegations, (3) a summary of the attorney's response to the allegations, (4) the OPC's recommendation regarding potential rule violations, and (5) a discussion of issues and questions the Committee may want to explore in the course of its investigation.

## **FACTS**

1. Mr. [REDACTED] retained Mr. Horton and his firm, Preferred Law, to assist him in a mortgage modification case on February 25, 2013. [084]
2. On February 25, 2013 Mr. [REDACTED] was sent a "welcome" email from Mr. Horton's paralegal, Frank Dodd indicating that certain documents needed to be sent. [120-121]
3. Also on February 25, 2013, Stacey Rasmussen spoke to Mr. [REDACTED] on the telephone and a "sales Pac" document was uploaded by a billing representative, a BA documents was uploaded by Grant Canfield. [120]
4. Mr. [REDACTED] signed the Fee and Representation Agreement with Preferred Law on October 10, 2013 as "Borrower." The Agreement stated that Preferred Law would provide the following services: "analyze his or her federal case," "prepare documents," and to "speak with the Borrower's lender." [011-020]
5. The Agreement further provides that "[a]ll state related matters related to Borrower's case, if any, will be immediately forwarded, with Borrower's permission, to local counsel and will not be governed by the terms of this agreement." [011]
6. Mr. Horton's Agreement provides that there is a limit on his liability and that the signor has had a chance to obtain independent counsel and is currently represented in making the Agreement. [014]
7. The Addendum to Mr. Horton's legal services Agreement provides for the estimation of charges for "federal legal services provided by Preferred Law" in four phases, each requiring a charge of \$974. [018-019]
8. Mr. Horton's Agreement Addendum also states that fees are due only after work is

performed and that they are not advance fees. In addition, the Addendum states, "Preferred Law believes in earning fees through persistent efforts and work performed, before billing Borrower for that work." [019]

9. The Addendum provides that "the document and preparation fees (after payment of the phases above) will be \$297 monthly beginning after the end of the payment schedule date of this Agreement." [020]

10. On February 19, 2013, Mr. [REDACTED] received a letter from Jonathan Hanley guaranteeing a modification of his loan. [009]

11. Between February 25, 2013 and March 11, 2013, Grant Canfield, Stacey Rasmussen and Katie Gilson worked on Mr. [REDACTED] matter. [119-120]

12. On March 11, 2013, Stephanie Sala, a Mortgage Modification Processor for Preferred Law spoke to Mr. [REDACTED] on the telephone and sent an email. [0119]

13. Between February 2013 and February 24, 2014 the following non lawyers worked on Mr. [REDACTED] matter for Preferred Law: Bobbi Collins, Shannon Martinez, Jake Snyder, Melissa Boynton, VerNeita Clark, Melissa Hearon, Rebecca Peace, BreaAnna Poole, Abigail Torres, Calleen Bailey, Jentry Rock, Sonia Celis, Jacqueline Smith, Megan Sanchez, Teresa Johnson, David Matute, Jenna Adam, Ashley Brewer, Carrie Connor, Candice Davies, Erika Lorenzo, Stephanie Sala and a billing representative. [88-121]

14. On July 9, 2013, David Matute sent an email to Bobbi Collins asking her to find out what "In REM" means. [0109]

15. According to Mr. Horton, he "submitted all modification work to American Home Loan Counselors" because Preferred Law is only allowed to create an atmosphere

in which a modification can take place.” [084]

16. Mr. [REDACTED] states that he was billed, and paid, \$4,791.00 for legal services. [025-026, 028-040, 043-045]

17. Mr. [REDACTED] requests for a refund and information about his case were addressed to non-attorneys working for companies other than Preferred Law. Mr. [REDACTED] states that he never spoke to an attorney while he was represented by Preferred Law. [087-121]

18. Preferred Law advertises that it is a law firm with a legal team that has years of experience providing legal services. [0205-0208]

19. Preferred Law's legal team is comprised of one attorney, Benjamin Horton. [0205-0208]

20. Mr. Horton's firm eventually offered to refund \$1,100.00 of the retainer on January 6, 2015. [077-078]

21. The complainant is located in Georgia. According to Utah State Bar records, Mr. Horton is not licensed to practice law in Georgia. [001]

#### **WITNESSES**

As part of its preliminary investigation, the OPC routinely contacts witnesses who may have information related to the allegations contained in the complaint. The following witnesses will be available to offer testimony at the screening panel hearing:

[REDACTED]

### **MR. [REDACTED] ALLEGATIONS**

Mr. [REDACTED] states that he hired Preferred Law to obtain a mortgage loan modification. He paid a total of \$4,791.00 in legal fees. Mr. [REDACTED] alleges that he was guaranteed a loan modification, but no meaningful work was performed on his case and that his loan was eventually sold to third party without Preferred Law's assistance.

Mr. [REDACTED] asserts that throughout the months of legal representation, he had three different case managers, all non-lawyers assistants and that communication was difficult. He further states that he never spoke with an attorney.

### **MR. HORTON'S RESPONSE**

Mr. Horton states that Mr. [REDACTED] signed the fee agreement with Preferred Law which excluded mortgage modification services, instead creating an atmosphere in which modification could take place. He further asserts that it was Modification Review Board, LLC, not Preferred Law that submitted the letter of guarantee.

Mr. Horton states that he maintained a supervisory role throughout Mr. [REDACTED] representation and that there was never a necessity to personally telephone Mr. [REDACTED]. He further asserts that the modification was unsuccessful because Mr. [REDACTED] prematurely terminated their services.

Also, Mr. Horton asserts that he provides federal legal services and that all of his legal services were limited to federal legal issues only and contractually all state-specific issues.

### **ISSUES AND QUESTIONS**

#### **1. Did Mr. Horton Charge and Collect Advance Fees?**

Given that Mr. Horton's fee schedule requires monthly payments, it is difficult to say

that the money was earned upon receipt, ie. how much work was done and by whom prior to the \$974 payment.

2. Did Mr. Horton place the fees into his client trust account until earned?

Mr. Horton asserts in his Fee Agreement that the fees are not advance fees and apparently this designation is designed to allow him to call the fees earned on receipt. Therefore the question remains whether or not Mr. Horton put the funds in a trust account until they were earned.

3. Did Mr. [REDACTED] have independent counsel when he signed the limitation of liability clause in the Agreement?

Mr. [REDACTED] signed the Agreement indicating that he had consulted independent counsel and was represented at the time he signed the Agreement. Did Mr. [REDACTED] read and understand this provision before he signed the Agreement? Was he in Mr. Horton's office when he signed the Agreement or was all of this done electronically?

4. How were the fees disbursed to the non-lawyers and what is the role of Preferred Law?

Mr. Horton has provided no evidence of where the fees were deposited or how he was paid for his supervision of the non lawyers or how the non lawyer employees were paid for the work they did on the case? Where are the employees located? Who actually works for Preferred Law the law firm contracted to perform legal services?

### **OPC'S RECOMMENDATIONS**

Based solely on the OPC's investigation thus far, and recognizing that the screening panel may find additional facts during the hearing or in the course of its investigation, the OPC believes the following Rules of Professional Conduct may have



been violated by Mr. Horton and makes the following recommendations:

**RULES IMPLICATED:**

**Rule 1.3 Diligence:**

A lawyer shall act with reasonable diligence and promptness in representing a client.

**Rule 1.4(a) Communication:**

(a) A lawyer shall: (a)(1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules; (a)(2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (a)(3) keep the client reasonably informed about the status of the matter; (a)(4) promptly comply with reasonable requests for information; and (a)(5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

**Rule 1.5(a) Fees:**

(a) A lawyer shall not make an agreement for, charge or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following: (a)(1) the time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; (a)(2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; (a)(3) the fee customarily charged in the locality for similar legal services; (a)(4) the amount involved and the results obtained; (a)(5) the time limitations imposed by the client or by the circumstances; (a)(6) the nature and length of the professional relationship with the client;

(a)(7) the experience, reputation and ability of the lawyer or lawyers performing the services; and (a)(8) whether the fee is fixed or contingent.

**Rule 1.15(a) Safekeeping Property:**

A lawyer shall hold property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. Funds shall be kept in a separate account maintained in the state where the lawyer's office is situated or elsewhere with the consent of the client or third person. The account may only be maintained in a financial institution that agrees to report to the Office of Professional Conduct in the event any instrument in properly payable form is presented against an attorney trust account containing insufficient funds, irrespective of whether or not the instrument is honored. Other property shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of five years after termination of the representation.

**In addition to the Rules above which were charged in the NOIC, the OPC believes that Mr. Horton may have violated the following rules and hereby puts him on notice of these additional rules:**

**Rule 1.8(h) Conflict of Interest: Current Clients:**

A lawyer shall not: (1) make an agreement prospectively limiting the lawyer's liability to a client for malpractice unless the client is independently represented in making the agreement; or (2) settle a claim or potential claim for such liability with an unrepresented client or former client unless that person is advised in writing of the desirability of

seeking and is given a reasonable opportunity to seek the advice of independent legal counsel in connection therewith.

**Rule 1.15(c) Safekeeping Property:**

A lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.

**Rule 5.4(a) Professional Independence of a Lawyer:**

A lawyer or law firm shall not share legal fees with a non-lawyer, except that: (1) an agreement by a lawyer with the lawyer's firm, partner or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to one or more specified persons; (2)(i) a lawyer who purchases the practice of a deceased, disabled or disappeared lawyer may, pursuant to the provisions of Rule 1.17, pay to the estate or other representative of that lawyer the agreed-upon purchase price; and (2)(ii) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that proportion of the total compensation which fairly represents the services rendered by the deceased lawyer; and (3) a lawyer or law firm may include non-lawyer employees in a compensation or retirement plan, even though the plan is based in whole or in part on a profit-sharing arrangement.

**Rule 5.4(b) Professional Independence of a Lawyer:**

A lawyer shall not form a partnership with a non-lawyer if any of the activities of the partnership consist of the practice of law.

Mr. Horton's Fee Agreement has implications for several rules. It appears from the Fee Agreement and other documents as well as Mr. Horton's response that Preferred Law and its lawyer, Mr. Horton, May not have provided any legal services for Mr. [REDACTED]. It appears that the work done consists of some emails and perhaps telephone calls but there are no letters from Mr. Horton to lenders or to Mr. [REDACTED]. The work was done by non lawyers apparently under Mr. Horton's supervision and control. The work that was done provided Mr. [REDACTED] with very little value and did not accomplish what was promised to him. These facts implicate Rule 1.5.

Rule 5.4 is implicated due to the apparent nature of Mr. Horton's relationship with the non lawyers working on the case and also when Mr. Horton explains how fees were distributed to non lawyers. Rule 1.15 may be implicated as Mr. Horton explains whether or not fees were placed in his client trust account and held until earned. Mr. Horton's Fee Agreement purports to get around the requirement that legal fees need to be placed not the trust account until earned by saying that the fees are not advance fees.

In addition, Mr. Horton's Agreement attempts to provide cover from Rule 1.8 by stating in the agreement that Mr. [REDACTED] had independent counsel review the agreement prior to signing and that at the time of signing, Mr. [REDACTED] was represented. Mr. [REDACTED] will need to provide testimony to see if this is in fact true.

It is not clear what type of financial relationship Mr. Horton and Preferred Law has with the employees of Preferred Law and other entities, but it is clear that the work done on this case was not done by Mr. Horton, even though Mr. [REDACTED] believes that he hired a law firm to do legal work on his behalf.

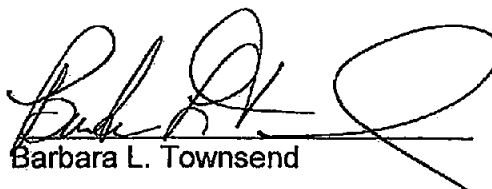
After gathering the additional facts, the Screening Panel will need to determine whether or not Mr. Horton was negligent. From the OPC's perspective at this point, it seems that Mr. Horton made a concerted effort to try to go around potential rule violations when he prepared his Fee Agreement and in contracting or hiring the non lawyers to work for him. It is the opinion of the OPC that there is sufficient evidence to support a finding of probable cause that Mr. Horton knowingly violated a Rule of Professional Conduct, and the OPC recommends that the screening panel direct the OPC to file with the district court a formal complaint against Mr. Horton.\*

\*Please note that a formal complaint recommendation does not necessarily mean that an attorney should be suspended or disbarred. The OPC will seek an appropriate sanction as developed by the evidence during the course of the civil case.

At the District Court level it is a trial de novo in accordance with the Rules of Civil Procedure and Rules of Evidence. The District Court pursuant to Rule 14-603 of the Standards for Imposing Lawyer Sanctions has the full range of possible sanctions including Reprimand, Admonition, Probation, Suspension, Disbarment, etc. The District Court can also dismiss the case and any alleged rule violations not established by a preponderance of the evidence.

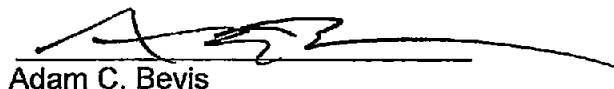
Dated: 1-22-16

Name:

  
Barbara L. Townsend

Dated: 1-22-16

Name:

  
Adam C. Bevis



## Utah State Bar

Office of Professional Conduct  
645 South 200 East, Suite 205 • Salt Lake City, Utah 84111-3834  
Telephone: (801) 531-9110 • FAX: (801) 531-9912  
E-mail: [opo@utahbar.org](mailto:opo@utahbar.org)

Billy L. Walker  
Senior Counsel

Todd Wahlquist  
Deputy Senior Counsel

Diane Akiyama  
Assistant Counsel

Adam C. Bevis  
Assistant Counsel

Sharadee Fleming  
Assistant Counsel

Barbara L. Townsend  
Assistant Counsel

February 2, 2016

Benjamin R. Horton  
2825 E. Cottonwood Pkwy Ste. 500  
Salt Lake City, UT 84121  
[benhortonesq@yahoo.com](mailto:benhortonesq@yahoo.com)

Re: Informal Complaint Filed By [REDACTED]  
OPC File No.: 14-2338

Dear Mr. Horton:

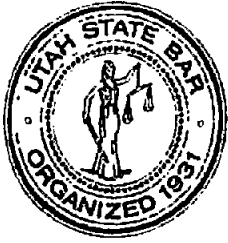
This is to supplement our Screening Panel summary and to notify you of an amendment to the Rules that recently took effect. The change is to Rule 14-510(b)(8) of the Supreme Court Rules of Professional Practice. The rule change allows for evidence to be presented at the hearing including mitigation and aggravating evidence. The rule change allows the OPC to present any prior discipline and current public cases. You may also present witnesses and present evidence of any mitigating circumstances you wish to present.

Should you have any questions, please let me know.

Sincerely,

Barbara L. Townsend  
Assistant Counsel  
Office of Professional Conduct

BLT/cms



# Utah State Bar®

**Clerk of the Ethics and Discipline Committee of the Utah Supreme Court**  
645 South 200 East, Suite 310 • Salt Lake City, Utah 84111-3834  
Telephone: 801-531-9077 • Fax: 801-665-0052  
Email: [ethicsclerk@utahbar.org](mailto:ethicsclerk@utahbar.org)

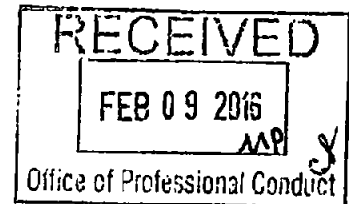
**The Ethics and  
Discipline  
Committee of the  
Utah Supreme Court**

**Terrie T. McIntosh**  
Committee Chair  
Private Practice  
Salt Lake City

**Catherine L. Brabson**  
Vice Chair  
Salt Lake City Attorney's  
Office  
Salt Lake City

**Jeffrey J. Hunt**  
Vice Chair  
Parr, Brown, Gee & Loveless  
Salt Lake City

February 8, 2016



**Benjamin R. Horton**

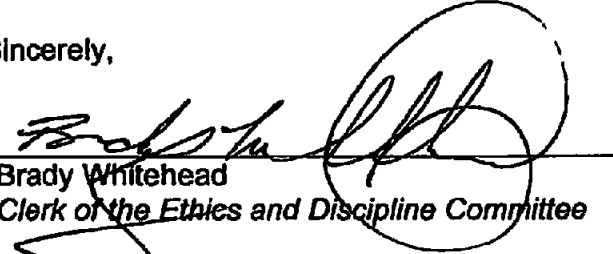
**Re: Complaint Filed By [REDACTED]  
OPC File No.: 14-2338**

**Dear Benjamin R. Horton:**

At the conclusion of the hearing on February 4th, the Screening Panel of the Ethics and Discipline Committee of the Utah Supreme Court voted to Direct the Office of Professional Conduct to file a Formal Complaint against you in District Court.

If you would like a copy of the video recording(s) of your Screening Panel Hearing, please contact me at the address or email above. The cost of the recording is \$15.00 which must be paid by check or cash in advance. Please make checks payable to "The Utah State Bar."

Sincerely,

  
Brady Whitehead  
Clerk of the Ethics and Discipline Committee

cc: Office of Professional Conduct

**OPC Case**

**#17-0148**

**Benjamin R. Horton / [REDACTED] [REDACTED]**





**THE STATE BAR  
OF CALIFORNIA**

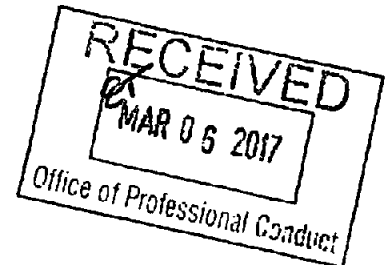
845 SOUTH FIGUEROA STREET, LOS ANGELES, CALIFORNIA 90017-2515

**OFFICE OF CHIEF TRIAL COUNSEL  
ENFORCEMENT UNIT**  
Gregory P. Dresser, Interim Chief Trial Counsel

TELEPHONE: (213) 765-1000  
FAX: (213) 765-1319  
<http://www.calbar.ca.gov>

February 27, 2017

Utah State Bar  
Office of Professional Conduct  
645 South 200 East, Suite 205  
Salt Lake City, UT 84111-3834



**CONFIDENTIAL OFFICIAL INFORMATION**

RE: Agency Referral of Non-California Attorney Complaint  
State Bar Case Number: 16-NA-15581  
Respondent/Non-Attorney: Benjamin R. Horton


Dear Office of Professional Conduct:

Our office received a complaint from [REDACTED] and [REDACTED] alleging the unlawful practice of law in California by Benjamin R. Horton. According to our records, Mr. Horton is not a licensed attorney in California but is a licensed attorney in the State of Utah. Mr. Horton appears to have been operating out of Utah but was providing legal services for Mr. and Mrs. [REDACTED] who are residents of California. The State Bar investigated this complaint and we have now completed our investigation. Based upon the findings of our investigation, we are sending a Cease and Desist Notice to Mr. Horton. However, we are bringing this matter to your attention as it may involve conduct over which your office has jurisdiction. Enclosed is a copy of the complaint.

Because the allegations may subject Mr. Horton to disciplinary proceedings within your jurisdiction, we are referring this matter to your office, in confidence and pursuant to California Business and Professions Code Section 6044.5 and California Evidence Code Section 1040.

If you have any questions or would like further information, please contact Investigator Matthew Gideon at (213) 765-1179.

Very truly yours,

  
Melanie J. Lawrence  
Acting Deputy Chief Trial Counsel

Enclosures

cc: [REDACTED] and [REDACTED]



**THE STATE BAR  
OF CALIFORNIA**

**INTER-OFFICE  
COMMUNICATION**

**DATE:** February 22, 2017

**TO:** FILE

**FROM:** Matthew Gideon, Investigator

**FILE NUMBER:** 16-NA-15581

**RESPONDENT'S NAME:** Benjamin R. Horton, Esq. (Preferred Law Group), NA #703742

**SUBJECT:** File Closing Memo - CND

It is recommended that this complaint file be closed with the issuance of a cease and desist letter to the respondent to prevent any future unauthorized practices of law.

**ALLEGATIONS INVESTIGATED**

1. B&P Code §6125 & §6126- Unauthorized Practice of Law

**COMPLAINT**

■ and ■ (CW's) hired Preferred Law Group (Benjamin Horton) (R) on April 6, 2014 and paid R \$3,896 to assist CWs in securing a loan modification on CWs second mortgage. CWs complain that R, who is an attorney in Utah, improperly charged and collected advanced fees for the services. CWs also complain that R failed to perform competently, delayed in performance, failed to communicate and failed to return fees. CWs complained to the California Department of Justice which contacted R. R provided a written response to the DOJ on January 19, 2016. R denied he was hired to assist with a loan modification and maintained his services dealt with federal issues and not state, and points to the fee agreement to confirm this. CWs however maintain that R was hired for a loan modification.

**INVESTIGATION**

Thru investigative efforts, a data base search within the California State Bar repository revealed that R is not a current member. R is an active member of the State Bar of Utah as well as the State Bar of Texas. According to the Utah State Bar website, R is currently suspended. Both State Bar websites identify that R is practicing under the firm Preferred Law, PLLC, which is located at 2825 E. Cottonwood Pkwy., Ste. 500, Salt Lake City, Utah 84121.

As of February 16, 2017 according to the BBB website, Preferred Law, PLLC is now located at 8180 S. 700 E#110 in Salt Lake City, Utah 84124 with the same telephone number of (801) 386-5100. After calling this number and speaking with the receptionist, she stated that R was no longer with the firm which is now called Consumer Defense, LLC even though the voice mail prompt identifies the company as Consumer Link. The receptionist indicated that Preferred Law, PLLC was bought out by Consumer Defense, LLC which is comprised of mortgage advisors and Consumer Link which is comprised of mortgage negotiators and their location is at 8180 S. 700 E#110 in Salt Lake City, Utah 84124. R's telephone number on the Utah State Bar website is listed as (888) 980-7457 which prompts to Consumer Link.

#### Complaining Witness

On July 29, 2016, Paralegal Jesus Arambula, contacted and spoke with both CWs simultaneously over the telephone.

CWs informed me that in early March of 2014, Ms. [REDACTED] conducted an online search for the purpose of locating a company to assist her and her husband with a loan modification on their second mortgage loan. She recalls locating Preferred Law, contacting the company, and speaking to a man named "Rod". They informed Rod about wanting to modify their second mortgage loan and he informed them that Preferred Law would be able to assist them with the loan modification. CWs were informed that the loan modification process would be taken care of in four months. They were also told that the loan modification process was a federal matter and was something that Preferred Law could take care of even if it was based out of Salt Lake City, Utah.

On or about April 6, 2014, the CWs received the contract from Preferred Law. They recall reading the contract and not understanding why it stated that Preferred Law does not provide loan modification assistance. They then contacted Rod and asked him about the wording on the contract. Rod told them not to worry about the wording on the contract as the services would include assistance in obtaining a loan modification. After talking to Rod, CWs signed the contract and forwarded it to Preferred Law along with additional documentation and information requested.

Approximately four months after retaining Preferred Law, CWs were informed, over the telephone, that Preferred Law was unable to negotiate a deal to modify their loan but were still working on the matter. At that point, Preferred Law had already made four separate monthly deductions of \$974, from April through July, including an additional deduction of \$297 out of CWs' bank account for the alleged services. CWs at one point were informed that until they were late paying their first mortgage loan, the second mortgage loan lender would not work with them. The representative from Preferred Law basically told CWs that although he was not telling CWs to stop paying their first mortgage loan, he was letting them know that the second mortgage loan lender would not speak with Preferred Law about modifying the loan unless the CWs were defaulted on their first mortgage loan. As instructed, the CWs stopped paying the first mortgage loan.

In March 2015, after 11 months of going back and forth, providing Preferred Law with documentation and information and not receiving a response for weeks, CWs began to get suspicious. They then began contacting the mortgage loan lenders to see if anything was being done. They contacted Wells Fargo, their first mortgage lender, and were informed that a loan modification was denied in January of 2015. The CWs, however, recall that when speaking with a representative from Preferred Law, they were told that Preferred Law was still working on getting the loan modification through Wells Fargo. They also

contacted Chase, their second mortgage lender, and were told that they too had declined to modify their loan. Chase had declined the loan modification in January 2015 and had since closed their case.

At some point in April 2015, in order to be able to speak with and negotiate terms with the lenders, CWs sent Preferred Law a cease and desist letter requesting that they stop any and all work pertaining to the loan modification. CWs also requested that Preferred Law close their file and refund their money for failing to conduct the services agreed upon and paid for. Preferred Law did not respond to CWs letter.

On December 18, 2015, after having not received any response or any refund, CWs filed a complaint with the Better Business Bureau in the State of Utah. It was at that point that they found out that Preferred Law had 30 complaints against them, all of which involve loan modifications. CWs soon received a copy of a 1/19/16 letter from Benjamin Horton of Preferred Law written to the California Department of Justice (letter was enclosed with CWs State Bar complaint). To date, CWs have yet to receive a refund.

CWs ultimately dealt with the lenders, Wells Fargo and Chase, and were able to obtain the loan modification without any assistance from Preferred Law. Through the process, they were also informed that they did not need to be late on any payments in order to request for a modification. The loan modification process took about 6 months for CWs to complete on their own.

#### Respondent

On January 19, 2016, R submitted a written response to the California Department of Justice regarding legal service performed for the CW's (see Attachment 1). R illustrated that the legal services that were performed on behalf of the CW's were strictly limited to federal law. R explained that he drafted a Qualified Written Request (see Attachment 1) pursuant to the Title 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and RESPA, codified as Title 12 § 2605 E(1)(B) and Reg. X § 3500.21(f)2 of the United States Code, and a subsequent federal analysis and review of all documentation supplied by the lender. R also noted that the retainer agreement signed by the CW's explicitly states that services to be performed do not include loan modifications as well as many other associated mortgage services (see Attachment 2).

#### Conclusion

Our investigation revealed that on April 6, 2014 R was hired to perform legal services regarding a financial matter on behalf of CW's. Shortly thereafter, R promised to draft a Qualified Written Request to obtain pertinent information relative to the CW's mortgage loan(s) and conduct a review and analysis of all documentation supplied by the lender. From April 2014 through July 2014, R was paid \$3,896 to assist with CW's loan modification despite the language in his retainer agreement stating that his firm does not perform this or other related mortgage services. On February 17, 2017 sent via email to this office, R acknowledged submitting the QWR on behalf of the CW's.

On April 6, 2015, CW's sent R a cease and desist letter to preclude R from further contact and negotiations with their respective banks, Wells Fargo and Chase. CW's were able to obtain a loan modification independently. Furthermore, CW's allege that R has not contacted them or provided them with a refund, as R stated in his letter to California DOJ on January 19, 2016 (see Attachment 1).

**ANALYSIS / DISPOSITION**

The alleged misconduct was identified on April 6, 2014. Since that time, our office has not received any additional complaints against attorney Benjamin Horton. Based upon the evidence obtained, it appears that R has engaged in UPL.

This case was discussed with Senior Trial Counsel (STC) Augustin Hernandez on February 16, 2016, regarding whether we should proceed with further investigation. For the reasons discussed above, the decision was made to close this file after the issuance of a CND letter. A law enforcement referral was made to the Ventura County District Attorney's Office and the Utah State Bar.





*WILLIAM*

Preferred Law, PLLC  
Law Office

January 19, 2016

California Department of Justice  
Public Inquiry Unit  
Attn: Jeanette Salazar  
P.O. Box 944255  
Sacramento, CA 94244-2550

RE: [REDACTED] Simi Valley, CA [REDACTED]

Dear Ms. Salazar:

Thank you for your letter dated December 21, 2015. I am the attorney and manager responsible for the law office of Preferred Law, PLLC, which is located in Salt Lake City, Utah. Please direct all future correspondence to me.

Ms. [REDACTED] is mistaken regarding the scope of our services which are detailed in our written fee agreement. For your review, I have enclosed the fee agreement which Ms. [REDACTED] completed and signed.

With respect to Ms. [REDACTED] our duties as a law firm were strictly limited to federal law. Our firm's services included the drafting of a Qualified Written Request pursuant to the TILA 15 U.S.C. § 1601, et seq., the Fair Debt Collection Practices Act (FDCPA) and RESPA, codified as Title 12 § 2605 (e)(1)(B) and Reg. X § 3500.21(f)2 of the United States Code, and a subsequent federal analysis and review of all documentation supplied by the lender. We performed these services on behalf of the client.

As is established in our written fee agreement, signed by Ms. [REDACTED] any services related to foreclosure rescue and prevention services, loss mitigation services, foreclosure consultation, loan modification assistance, mortgage loan origination and servicing, mortgage assistance relief service, debt negotiation or adjustment, or other state related relief are directed to a competent mortgage assistance relief service, HUD certified housing counselor, and/or local counsel in accordance with 16 C.F.R. Part 322.

Furthermore, our fee agreement explicitly excludes: "FORECLOSURE RESCUE AND PREVENTION SERVICES, LOSS MITIGATION SERVICES, FORECLOSURE CONSULTATION, LOAN MODIFICATION ASSISTANCE, MORTGAGE LOAN ORIGINATION AND SERVICING, MORTGAGE ASSISTANCE RELIEF SERVICE, DEBT NEGOTIATION OR ADJUSTMENT, OR OTHER STATE RELATED RELIEF."

1 | Page

Essentially, our duty as a law office was, pursuant to federal law, to create an atmosphere in which Mr. [REDACTED] modification could occur; however, we do not conduct any modification work through our office. Mr. [REDACTED] file was never neglected and all work continued until the day that Mr. [REDACTED] arbitrarily shut his file down.

However, it is our intent to maintain happy clientele. Accordingly, we have attempted on several occasions to reach out to Ms. [REDACTED] to the settle the matter but he has not returned our communications. We are willing to settle the matter in the amount of \$1,000. Please e-mail me at [benhortonesq@yahoo.com](mailto:benhortonesq@yahoo.com) (or you may call me at (801) 386-5100, ext. 212) if you have any other questions. I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to be 'B. Horton', with a long horizontal flourish extending to the right.

Benjamin R. Horton  
Attorney at Law



THE STATE BAR  
OF CALIFORNIA

INTER-OFFICE  
COMMUNICATION

---

Date: August 3, 2016  
To: Cecilia Horton-Billard  
From: Jesus Arambula  
Subject: Benjamin R. Horton (Preferred Law, PLLC)  
UPL No.: 16-23007

---

**TELEPHONE MEMO:**

On July 29, 2016, at approximately 4:05 p.m., I contacted and spoke with both CWs ( [REDACTED] & [REDACTED] ) simultaneously over the telephone.

CWs informed me that in early March of 2014, Ms. [REDACTED] conducted an online search for the purpose of locating a company to assist her and her husband with a loan modification on their second mortgage loan. She recalls locating Preferred Law, contacting the company, and speaking to a man named "Rod". They informed Rod about wanting to modify their second mortgage loan and he informed them that Preferred Law would be able to assist them with the loan modification. CWs were informed that the loan modification process would be taken care of in 4 months. They were also told that the loan modification process was a federal matter and was something that Preferred Law could take care of even if it was based out of Salt Lake City, Utah.

On or about April 6, 2014, the CWs received the contract from Preferred Law. They recall reading the contract and not understanding why it stated that Preferred Law does not provide loan modification assistance. They then contacted Rod and asked him about the wording on the contract. Rod told them not to worry about the wording on the contract as the services would include assistance in obtaining a loan modification. After talking to Rod, CWs signed the contract and forwarded it to Preferred Law along with additional documentation and information requested.

Approximately four months after retaining Preferred Law, CWs were informed, over the telephone, that Preferred Law was unable to negotiate a deal to modify their loan but were still working on the matter. At that point, Preferred Law had already made four separate monthly deductions of \$974, from April through July, including an additional deduction of \$297 out of CWs' bank account for the alleged services. CWs at one point were informed that until they were late paying their first mortgage loan, the second mortgage loan lender would not work with them. The representative from Preferred Law basically told CWs that although he was not telling CWs to stop paying their first mortgage loan, he was letting them know that the second mortgage loan lender would not speak with Preferred Law about modifying the loan unless the CWs were defaulted on their first mortgage loan. As instructed, the CWs stopped paying the first mortgage loan.



Cecilia Horton-Billard  
August 3, 2016  
Page 2

In March 2015, after 11 months of going back and forth, providing Preferred Law with documentation and information and not receiving a response for weeks, CWs began to get suspicious. They then began contacting the mortgage loan lenders to see if anything was being done. They contacted Wells Fargo, their first mortgage lender, and were informed that a loan modification was denied in January of 2015. The CWs, however, recall that when speaking with a representative from Preferred Law, they were told that Preferred Law was still working on getting the loan modification through Wells Fargo. They also contacted Chase, their second mortgage lender, and were told that they too had declined to modify their loan. Chase had declined the loan modification in January 2015 and had since closed their case.

At some point in April 2015, in order to be able to speak with and negotiate terms with the lenders, CWs sent Preferred Law a cease and desist letter requesting that they stop any and all work pertaining to the loan modification. CWs also requested that Preferred Law close their file and refund their money for failing to conduct the services agreed upon and paid for. Preferred Law did not respond to CWs letter.

On December 18, 2015, after having not received any response or any refund, CWs filed a complaint with the Better Business Bureau in the State of Utah. It was at that point that they found out that Preferred Law had 30 complaints against them, all of which involve loan modifications. CWs soon received a copy of a 1/19/16 letter from Benjamin Horton of Preferred Law written to the California Department of Justice (letter was enclosed with CWs State Bar complaint). To date, CWs have yet to receive a refund.

CWs ultimately dealt with the lenders, Wells Fargo and Chase, and were able to obtain the loan modification without any assistance from Preferred Law. Through the process, they were also informed that they did not need to be late on any payments in order to request for a modification. The loan modification process took about 6 months for CWs to complete on their own.



To: Preferred Law PLLC/ Modification Review Board LLC/ Default Support Center.  
Attn. Mr. Benjamin Horton  
8180 S. 700 E. # 110  
Sandy, Ut, 84070  
December 12, 2016

Re: [REDACTED] Simi Valley, CA [REDACTED]  
Dear Mr. Benjamin Horton

In your letter send to the district attorney office of the state of California addressed to Ms. Salazar, you stated that you have been trying to reach out to Mr. [REDACTED]. I have yet to receive any letters, emails or correspondence of any sort from you. It is an untrue statement that you have been trying to reach out to either myself or my wife. You stated in your letter that you do not perform Loan modifications, or the quest for loan modifications. Please explain to me why your representative "Rod Kercher" informed us that we have to send all required documentations in for review to be qualified for "a loan modification". We email all the required documents and we received a phone call from "Rod Kercher" and he informed us that "we qualified for a loan modification". That's the reason we signed the contract that "Rod Kercher" send us. "Rod Kercher" also informed us that it is perfectly legal for your law firm to practice law in California. Otherwise, if he had told us the truth, we would done things differently and sought another legal consult in California.

Your staff "Brianna Whitmire & Alaina Parkinson" also consistently delayed the processing of the documents that we've send, and ask for duplicate of the same documents multiple times, also asking for updates constantly. The modification is delayed exactly 4 months so that your firm was able to collect all the payments and then we were able to speak to someone. Your firm required that we allowed for automatic debits from our account before anyone from your firm started assisting us.

Your representative "Brianna Whitmire & Alaina Parkinson" has MIS REPRESENTED your ability to assist us. Your firm was supposed to help us obtain a loan modification for a lower rate. After committing our faith in your firm for over a year, your firm was not able to accomplished anything, except for putting us in a much worse situation. Your staff informed us that we had to stop making payments to our second as well as our first in order to get the financial institutions attention. That is an untrue statement according to the financial institutions. In your offer to the district attorney's office and not to us, you stated that you will only refund \$1,000.00 to us out of \$3,896.00. You have not yet reach out to us with any offer that is reasonable.

In order to save our home from your miss-representation, we had to pay over \$45,000.00 and we lost a tremendous amount in cost of funds to refinance our other building because of your agents missed leading advice. Our loan modification was done and finished in 3 months without your firm or your assistance. We are waiting for your reply in the next 30 days.

Sincerely,

[REDACTED]

CC: The State Bar of California

To Preferred Law

April 13, 2015

2825 E. Cottonwood Parkway Ste 500

Salt Lake City, UT 84121

Attn.: Brianna Whitmire/Alaina Parkinson

Due to the circumstances, that our request for loan modification has not been approved and also has been denied without notification to us, we decided it is best that we do not use your counsel anymore.

We were told at the beginning by Rod Kercher that this process only takes 4 months, and yet we have approach the one year mark already. His information is misleading. Also, at the beginning, we had told each person we spoke to at Preferred Loan that we only wanted to work on the modification for the 2<sup>nd</sup> only, but each person we worked with insisted that 'the first mortgage must be worked on before the second will be willing to work with us'. Even though there was many documents needed, and we provided them, whenever we call, it took multiple times for someone to return our phone calls and emails. We also received an email from Alaina Parkinson that accuses us of not cooperating with the process of the modification, even though it was after Wells Fargo Home Mortgage had denied the request for modification.

We also learned that the 'California homeowners bill of rights 'Senate SB94' has been violated by your firm. It states on that law that the law firm can only invoice us after the loan modification takes place. Your law firm did the opposite and took advantage of us and wanted the payment in advance, and nothing had been accomplished. You were only able to stop the 2<sup>nd</sup> from foreclosure notices after 7 months. We are requesting Preferred Law to refund all our money and all our documentations within two weeks, or we will be seeking legal actions.

Sincerely,

■■■ & ■■■ ■■■■

**Gideon, Matthew**

---

**From:** Benjamin Horton, Attorney <benhortonesq@yahoo.com>  
**Sent:** Friday, February 17, 2017 8:51 AM  
**To:** Gideon, Matthew  
**Subject:** RE: California State Bar Matter

I did state that I submitted a QWR pursuant to federal law on the behalf of [REDACTED] and [REDACTED] but I never said that the [REDACTED] first or second mortgage is "federally related."

---

**From:** Gideon, Matthew [<mailto:Matthew.Gideon@calbar.ca.gov>]  
**Sent:** Thursday, February 16, 2017 3:49 PM  
**To:** Benjamin Horton, Attorney  
**Subject:** RE: California State Bar Matter

This matter is regarding legal services you performed on behalf of [REDACTED] and [REDACTED] on or about April 1, 2014 (16-NA-15581). You stated in correspondence to CA DOJ, that you submitted a QWR on their behalf to their mortgage servicer. Please explain in what way the [REDACTED] first or second mortgage is "federally related?"

Respectfully,

---

**From:** Benjamin Horton, Attorney [<mailto:benhortonesq@yahoo.com>]  
**Sent:** Thursday, February 16, 2017 2:18 PM  
**To:** Gideon, Matthew  
**Subject:** RE: California State Bar Matter

What can I help you with?

---

**From:** Gideon, Matthew [<mailto:Matthew.Gideon@calbar.ca.gov>]  
**Sent:** Thursday, February 16, 2017 2:27 PM  
**To:** [benhortonesq@yahoo.com](mailto:benhortonesq@yahoo.com)  
**Subject:** California State Bar Matter

Please contact me as soon as possible. Your cooperation is greatly appreciated.

Respectfully,

Matthew Gideon | Investigator  
Office of Chief Trial Counsel  
The State Bar of California | 845 S. Figueroa St. | Los Angeles, CA 90017  
Tel: 213-765-1179 | [matthewgideon@calbar.ca.gov](mailto:matthewgideon@calbar.ca.gov) | Fax: 213-765-1318

*This message may contain confidential information that may also be privileged. Unless you are the intended recipient or are authorized to receive information for the intended recipient, you may not use, copy, or disclose the message in whole or in part. If you have received this message in error, please advise the sender by reply e-mail and delete all copies of the message. Thank you.*



**THE STATE BAR  
OF CALIFORNIA**

845 SOUTH FIGUEROA STREET, LOS ANGELES, CALIFORNIA 90017-2515

**OFFICE OF CHIEF TRIAL COUNSEL  
ENFORCEMENT UNIT**  
Gregory P. Dresser, Interim Chief Trial Counsel

TELEPHONE: (213) 765-1000  
FAX: (213) 765-1318  
<http://www.calbar.ca.gov>

February 27, 2017

Via U.S. Mail and E-mail to: [benhortonesq@yahoo.com](mailto:benhortonesq@yahoo.com)

Benjamin Horton, Esq.  
2825 E. Cottonwood Parkway, Suite 500  
Salt Lake City, UT 84121

**CEASE AND DESIST**

RE: Case No. UPL-16-NA-15581

Dear Mr. Horton:

The State Bar of California has received information that you may have engaged, or that you may be engaging on an ongoing basis, in the unauthorized practice of law. California Business and Professions Code section 6125 provides, "No person shall practice law in California unless the person is an active member of the State Bar." According to our official membership records, you are not an attorney licensed to practice law in this state.

The practice of law includes, but is not limited to, the following activities: (1) performing services in court cases/litigation; (2) giving legal advice and counsel; and (3) preparing legal instruments and contracts that secure legal rights – even if the matters involved do not have anything to do with lawsuits or the courts. (*People v. Merchants Protective Corp.* (1922) 189 Cal. 531, 535.)

The unauthorized practice of law occurs when someone who is not licensed as a member of the State Bar engages in any of these activities, unless specifically permitted to do so by a law. It also occurs when an unlicensed person holds himself or herself out as being entitled to do these activities, even if the person does not actually represent that he or she is a licensed California attorney. (Bus. & Prof. Code, §§ 6126, subd. (a) and 6126.7.)<sup>1</sup>

**SUMMARY OF ALLEGED CONDUCT**

Our investigation has revealed that on April 6, 2014, you were employed by [REDACTED] and [REDACTED] to perform legal services pertaining to their home mortgage loan modification matter despite the language in your retainer agreement stating that you were not performing loan modification services or other loan

<sup>1</sup> The California Business and Professions Code may be reviewed at [http://www.leginfo.ca.gov/html/bpc\\_table\\_of\\_contents.html](http://www.leginfo.ca.gov/html/bpc_table_of_contents.html).

Benjamin Horton  
Page 2

forbearance services. You informed the [REDACTED] that you would prepare a Qualified Written Request to obtain pertinent information relative to their home mortgage loan and that you would conduct a review and analysis of all documentation received from their lender. From April 2014 through July 2014 you were paid \$3,896 in legal fees to represent the [REDACTED] in their loan modification matter.

You are not a licensed attorney in the State of California. Your conduct constitutes the unlawful practice of law and is in violation of Business and Professions Code sections 6125 and 6126.

Based on the conduct alleged below and/or our investigation, the following sections of the Business and Professions Code appear to apply:

**PARALEGALS:**

Paralegals are subject to the provisions of California Business and Professions Code sections 6450 through 6456.

A paralegal must either contract with or be employed by an attorney, law firm, corporation, governmental agency, or other entity, while working under the direction and supervision of an active member of the State Bar of California. A paralegal may not provide legal advice, or represent a client in court, or select, explain, draft, or recommend the use of any legal document, except to his or her attorney employer or supervisor, or engage in any conduct that constitutes the unlawful practice of law. In addition, a paralegal may not establish the fees to charge a client for services. The fees charged to the client are to be set only by the attorney who supervises the paralegal's work. A paralegal who does any of these prohibited activities is engaged in the unauthorized practice of law.

Paralegals must meet certain educational requirements and fulfill mandatory continuing legal education requirements; and be certified by their supervising attorney every two years. (Bus. & Prof. Code, § 6450, subd. (d).)

**LEGAL DOCUMENT ASSISTANTS:**

Legal document assistants are subject to the provisions of California Business and Professions Code sections 6400 through 6415.

A legal document assistant provides only self help service to a member of the public who is representing himself or herself in a legal matter. "Self help service" means all of the following: "(1) completing legal documents in a ministerial manner, selected by a person who is representing himself or herself in a legal matter, by typing or otherwise completing the documents at the person's specific direction; (2) providing general published factual information that has been written or approved by an attorney, pertaining to legal procedures, rights, or obligations to a person in representing himself or herself; (3) making published legal documents available to a person who is representing himself or herself in a legal matter; and (4) filing and serving legal forms and documents at the specific direction of a person who is representing himself or herself in a legal matter." If a legal document assistant gives any advice, explanation, opinion, or recommendation to a consumer about possible legal rights, remedies, defenses, options, selection of forms, or strategies, then he or she is engaged in the unauthorized practice of law.

Benjamin Horton

Page 3

Legal document assistants are required to register with their county clerk, pay a registration fee, and post a bond. (Bus. & Prof. Code, §§ 6402-6407.)

**POTENTIAL LEGAL IMPLICATIONS:**

Engaging in the unauthorized practice of law may result in serious legal consequences if a court determines that you have violated the law. The unauthorized practice of law is a crime, punishable by up to one year in county jail or by a fine of up to one thousand dollars (\$1,000), or both. (Bus. & Prof. Code, § 6126, subd. (a).) The unauthorized practice of law is also contempt of the authority of the courts and may be punished as contempt of court. (Bus. & Prof. Code, § 6127, subd. (b).)

Moreover, the unauthorized practice of law may be enjoined in a civil action brought in the Superior Court by the State Bar of California. (Bus. & Prof. Code, § 6030.) The Superior Court, upon application of the State Bar of California, may assume jurisdiction over the practice of any person engaged in the unauthorized practice of law and may issue orders directing the State Bar to shut that practice down. (Bus. & Prof. Code, § 6126.3.)

Certain additional penalties and remedies may also apply to violations by paralegals, legal document assistants, and immigration consultants. (See Bus. & Prof. Code, §§ 6142.1, 6415, 6455, 22445, 22446.5, and 22447.)

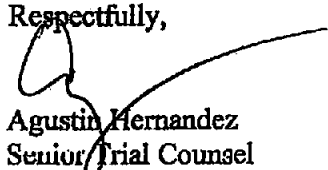
Please note that the State Bar does not have authority to order you to discontinue providing your services. Only a court may determine that you have violated, or are violating, any law and, if appropriate, impose a remedy or penalty for such violation. You may have a right, prior to the initiation of any court action by the State Bar, to request a declaratory ruling regarding whether the performance of your service is lawful. You are further notified that any right to a declaratory ruling supplements any other legal rights that you may already have to establish the legality of your services.

**NOTICE**

You are hereby on notice that, based upon our investigation to date and your actions described above, it is the opinion of the State Bar Office of Chief Trial Counsel ("OCTC") that you have engaged in the unauthorized practice of law. You are hereby notified that OCTC may investigate the allegations outlined herein and, if it finds cause, take appropriate action to ensure your compliance with these laws.

You should immediately **CEASE AND DESIST** engaging in the unauthorized practice of law. If the State Bar of California receives additional information that, despite, this notice, you continue to engage in violation of the above laws, the State Bar may take any appropriate action to ensure your compliance with these laws and to protect the public.

Respectfully,



Agustin Hernandez  
Senior Trial Counsel  
AH/mg





**THE STATE BAR  
OF CALIFORNIA**

845 SOUTH FIGUEROA STREET, LOS ANGELES, CALIFORNIA 90017-2515

**OFFICE OF CHIEF TRIAL COUNSEL  
ENFORCEMENT UNIT**  
Gregory P. Dresser, Interim Chief Trial Counsel

TELEPHONE: (213) 765-1000  
FAX: (213) 765-1319  
<http://www.calbar.ca.gov>

February 27, 2017

Utah State Bar  
Office of Professional Conduct  
645 South 200 East, Suite 205  
Salt Lake City, UT 84111-3834

**CONFIDENTIAL OFFICIAL INFORMATION**

RE: Agency Referral of Non-California Attorney Complaint  
State Bar Case Number: 16-NA-15581  
Respondent/Non-Attorney: Benjamin R. Horton

Dear Office of Professional Conduct:

Our office received a complaint from [REDACTED] and [REDACTED] alleging the unlawful practice of law in California by Benjamin R. Horton. According to our records, Mr. Horton is not a licensed attorney in California but is a licensed attorney in the State of Utah. Mr. Horton appears to have been operating out of Utah but was providing legal services for Mr. and Mrs. [REDACTED] who are residents of California. The State Bar investigated this complaint and we have now completed our investigation. Based upon the findings of our investigation, we are sending a Cease and Desist Notice to Mr. Horton. However, we are bringing this matter to your attention as it may involve conduct over which your office has jurisdiction. Enclosed is a copy of the complaint.

Because the allegations may subject Mr. Horton to disciplinary proceedings within your jurisdiction, we are referring this matter to your office, in confidence and pursuant to California Business and Professions Code Section 6044.5 and California Evidence Code Section 1040.

If you have any questions or would like further information, please contact Investigator Matthew Gideon at (213) 765-1179.

Very truly yours,

  
Melanie J. Lawrence  
Acting Deputy Chief Trial Counsel

Enclosures

cc: [REDACTED] and [REDACTED]



**Billy L. Walker**  
Senior Counsel

**Todd Wahlgust**  
Deputy Senior Counsel

**Diane Akiyama**  
Assistant Counsel

**Adam C. Bevis**  
Assistant Counsel

**Shiradee Fleming**  
Assistant Counsel

**Barbara L. Townsend**  
Assistant Counsel

## Utah State Bar®

Office of Professional Conduct

645 South 200 East, Suite 205 • Salt Lake City, Utah 84111-3834

Telephone: (801) 531-9110 • FAX: (801) 531-9912

E-mail: [opc@utahbar.org](mailto:opc@utahbar.org)

March 17, 2017

**Benjamin R. Horton**  
2825 E Cottonwood Pkwy, Ste 500  
Salt Lake City, UT 84121

Re: Information Submitted by the State Bar of California  
OPC Case No.: 17-0148

Dear Mr. Horton:

This is to notify you that the Utah State Bar's Office of Professional Conduct ("OPC") has received information from the State Bar of California. A copy of the information is enclosed. We recognize that having our office involved in matters such as this can be inconvenient and unsettling. For this reason the OPC strives to determine the appropriate course of action as quickly as possible. Although the information received does not constitute a Bar complaint pursuant to Rule 14-510(a) of the Rules of Lawyer Discipline and Disability ("RLDD"), the OPC has the duty to screen all information coming to its attention that may relate to misconduct of an attorney pursuant to Rule 14-504(b)(1) of the RLDD.

In accordance with this duty, the OPC will review the information submitted and take one of the following actions:

- 1) Refer the information to the Utah State Bar's Consumer Assistance Program;
- 2) Refer the information to the Professionalism Counseling Board;
- 3) Return the information to the person with a request to resubmit it consistent with rule 14-510(a) as an informal complaint;
- 4) Open an OPC informal complaint; or
- 5) Decline to prosecute the matter.

The OPC's course of action in these matters is generally based on our review of the materials provided by the complaining party as well as the attorney's response to the allegations. This letter is to inform you that we have received the information, and any information

Page 2 c. ✓

you provide our office will assist in our initial review and may lead to a quicker resolution of this matter.

If the OPC refers the matter to the Consumer Assistance Program, it can be addressed informally by the Consumer Assistance attorney, Jeannine Timothy. In that case, Ms. Timothy will contact you with respect to her efforts at resolution of the problem between you and the person who submitted the information. Please respond immediately if you are contacted by Ms. Timothy because if this problem is resolved by the Consumer Assistance Program, there will be no record of an official Bar complaint against you based on this information.

If you have questions about the disciplinary process and your rights and obligations with respect to it please contact Jeannine Timothy, who also serves in the Disciplinary Process Information Office. You can reach Ms. Timothy in that office at 801-257-5515. Ms. Timothy can provide general information about attorney discipline and can refer you to the appropriate procedural rules in order to guide you through this process. Ms. Timothy cannot, however, give legal advice and because she is not part of the Office of Professional Conduct her opinions are not binding on this office. For more information about the process, and the rules governing the OPC, you may visit the Bar's website at [www.utahbar.org/opc/](http://www.utahbar.org/opc/).

#### YOUR DESIGNATED ADDRESS

As part of the licensing process, attorneys are required to provide the Utah State Bar ("the Bar") with a current business and home address, and to designate an address as their "Preferred Address." During the course of its investigation, the OPC will keep you notified as the matter progresses. Unless you contact our office in writing and request that a different address be used, we will send correspondence to the "Preferred Address" as designated on your licensing forms. Keep in mind that providing an alternate address to our office does NOT change your preferred address with the Bar. If you wish to change your preferred address with the Bar for purposes other than the current OPC matter, you will need to contact the Bar's licensing department. Also keep in mind that, just like your preferred address with the Bar, any alternate address you provide to our office will be information that may be disclosed to complainants, or other necessary individuals, during the course of the OPC's investigation.

Page 3 of 3

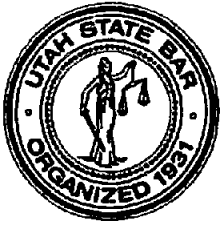
Also note that if correspondence from our office is returned as undeliverable, or if our requests for information are ignored by you, correspondence may be sent to your home address. Finally, if you are willing to accept future correspondence and notices from the OPC electronically at the email address on record with the Bar, you may notify us in writing or by email at [opcstaff@utahbar.org](mailto:opcstaff@utahbar.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Diane Akiyama".

Diane Akiyama  
Assistant Counsel  
Office of Professional Conduct

DA/mb  
Enclosure



**Billy L. Walker**  
Senior Counsel

**Todd Wahlquist**  
Deputy Senior Counsel

**Diane Akiyama**  
Assistant Counsel

**Adam C. Bovis**  
Assistant Counsel

**Sharadee Fleming**  
Assistant Counsel

**Barbara L. Townsend**  
Assistant Counsel

## Utah State Bar

Office of Professional Conduct  
645 South 200 East, Suite 205 • Salt Lake City, Utah 84111-3834  
Telephone: (801) 531-9110 • FAX: (801) 531-9912  
E-mail: [opc@utahbar.org](mailto:opc@utahbar.org)

April 5, 2017

**Benjamin R. Horton**  
2825 E Cottonwood Pkwy Ste 500  
Salt Lake City, UT 84121

Re: Information Submitted by [REDACTED]  
OPC File No. 17-0148

Dear Mr. Horton:

This is to notify you that the Utah State Bar's Office of Professional Conduct ("OPC") has received information from [REDACTED]. A copy of the information is enclosed.

Ms. [REDACTED] information will be incorporated in the information submitted by the California State Bar, OPC Case No. 17-0148. Please feel free to contact me if you have questions about the processing of this matter.

Sincerely,

Diane Akiyama  
Assistant Counsel  
Office of Professional Conduct

DA/mb



# **Attachment FF**

**Barbara L. Townsend, #5568**  
 Assistant Counsel  
 OFFICE OF PROFESSIONAL CONDUCT  
 Utah State Bar  
 645 South 200 East  
 Salt Lake City, UT 84111  
 (801) 531-9110  
[opcfileing@utahbar.org](mailto:opcfileing@utahbar.org)

<b>IN THE THIRD JUDICIAL DISTRICT COURT</b> <b>IN AND FOR SALT LAKE COUNTY, STATE OF UTAH</b>	
<b>In the Matter of the Discipline of:</b>  <b>Benjamin R. Horton, #11452</b>  <b>Respondent.</b>	<b>DISCIPLINE BY CONSENT AND SETTLEMENT AGREEMENT</b>  <b>Civil No. 140905954</b> <b>Judge Paige Petersen</b>

Pursuant to Rule 14-520 of the Rules of Lawyer Discipline and Disability ("RLDD"), Respondent, Benjamin R. Horton, by and through his counsel, Gary G. Sackett, and the Office of Professional Conduct ("OPC"), by and through Barbara L. Townsend, Assistant Counsel, hereby resolve the above-captioned disciplinary matter by consent, based on the following admissions, statements, representations and facts.

#### **I. ADMISSIONS**

Mr. Horton admits as follows:

1. Mr. Horton enters into this agreement voluntarily, without duress or coercion fully understanding the implications of his admission and the misconduct admitted to, and in exchange for these admissions, the OPC has agreed to recommend



that the Court accept the discipline set forth in this agreement as a fair and just resolution of this matter.

2. Mr. Horton has violated Rules 1.3 (Diligence), 1.4(a) (Communication), 1.5(a) (Fees), 1.8(h)(1) (Conflict of Interest: Current Clients: Specific Rules), 5.3(a) (Responsibilities Regarding Nonlawyer Assistants), 5.4 (Professional Independence of a Lawyer), 7.1 (Communications Concerning a Lawyer's Services), 8.1(b) (Bar Admission and Disciplinary Matters) and 8.4(c) (Misconduct), of the Rules of Professional Conduct.

3. Mr. Horton specifically admits the factual allegations and legal conclusions stated in this Agreement.

## **II. ADMITTED FINDINGS OF FACT**

4. Benjamin R. Horton is an attorney licensed to practice law in the State of Utah and a member of the Utah State Bar. Mr. Horton's business address, according to the records of the Executive Director of the Utah State Bar, is 2825 East Cottonwood Parkway, Suite 500, Salt Lake City, Utah 84121.

5. According to the records of the Executive Director of the Utah State Bar, Mr. Horton has been a member of the Utah State Bar since May 23, 2007.

6. This Complaint was brought pursuant to the directive of the Chair of the Ethics and Discipline Committee of the Utah Supreme Court, based upon an Informal Complaints submitted against Mr. Horton by Eric Trager, Diann Dodd and Stacie Chvilicek.

7. The OPC served a Notice of Informal Complaint ("NOIC") in the Chvilicek matter on Mr. Horton on October 10, 2013.

8. The OPC served a Notice of Informal Complaint ("NOIC") in the Dodd matter on Mr. Horton on October 28, 2013.

9. The OPC served a Notice of Informal Complaint ("NOIC") in the Trager matter on Mr. Horton on December 6, 2013.

10. On March 13, 2014, a Screening Panel of the Ethics and Discipline Committee of the Utah Supreme Court ("the Screening Panel") heard the Chvilicek, Dodd and Trager matters.

11. At the conclusion of the hearing on March 13, 2014, the Screening Panel directed the OPC to file a formal Complaint against Mr. Horton with respect to each of the matters. The matters were consolidated and one Complaint filed.

12. Jurisdiction is proper in this Court pursuant to Rule 14-511(a), Rules of Lawyer Discipline and Disability ("RLDD").

13. Venue is proper in this Court pursuant to Rule 14-511(b) of the RLDD, in that at all relevant times, Mr. Horton practiced law in Salt Lake County.

(Chvilicek Matter)

14. Stacie and Dean Chvilicek are residents of Wisconsin.

15. On August 31, 2011, Mr. Chvilicek submitted a request for legal representation to Compass Law for a modification of their home mortgage loan with Wells Fargo Bank.

16. The Chviliceks made payments to Compass Law as follows: on September 13, 2011 - \$974.00; on October 18, 2011 - \$974.00; and, on November 18, 2011 - \$974.00.

17. In a letter to Mr. Chvilicek dated December 14, 2011, Compass Law stated that the business had recently undergone an organization alteration due to a change in lead attorney representation. The letter stated that all terms of Mr. Chvilicek's previous contract with Compass Law would remain the same, that the file was being transferred to a different law firm, Preferred Law, and that all remaining payments should be made directly to Preferred Law.

18. Mr. Horton is the owner of Preferred Law and is the only attorney employed by Preferred Law.

19. On December 28, 2011, the Chviliceks made a \$974.00 payment to Preferred Law.

20. On January 9, 2012, Wells Fargo sent a letter to Mr. Chvilicek indicating that a letter had been sent to Preferred Law acknowledging the representation but no response was received from the firm.

21. The Chviliceks made payments to Preferred Law as follows: on January 30, 2012 - \$297.00; on February 29, 2012 - \$297.00; on March 30, 2012 - \$297.00; and, on April 30, 2012 - \$297.00.

22. Mr. Horton did not deposit the fees paid by the Chviliceks into his client trust account.

23. In a letter to Mr. Chvilicek dated June 14, 2012, Wells Fargo stated that it was unable to process his request for a loan modification because it had not received any input from Mr. Chvilicek's attorney.

24. On October 18, 2012, the Chviliceks submitted a request for a refund of the \$5,084.00 paid to Compass Law and Preferred Law based on their dissatisfaction with the firms' legal representation.

25. In response to several email inquiries regarding the status of the refund request, Preferred Law employee, Tyla Carroll, informed Ms. Chvilicek that Phil Hanley had been assigned to handle the request. Ms. Carroll's email instructed Ms. Chvilicek to contact Mr. Hanley, which they did.

26. On February 12, 2013, after not receiving a response from Mr. Hanley to their request, the Chviliceks resubmitted their request for a refund of the fees they paid to Compass Law and Preferred Law via certified mail, which was received by Preferred Law on February 19, 2012.

27. On October 10, 2013, the OPC served by regular mail to Mr. Horton's preferred address of record an NOIC concerning Ms. Chvilicek's informal complaint, requiring his response within 20 days.

28. Mr. Horton did not provide a response to the NOIC.

(Dodd Matter)

29. Diann Dodd resides in Huntingdon, Tennessee.

30. Ms. Dodd hired Preferred Law, a law office owned and operated by Mr. Horton, for purposes of obtaining a mortgage modification with a reduced interest rate.

31. On December 18, 2012, a fax was sent to Ms. Dodd and her husband from Modification Review Board – Preferred Law, PLLC. Attached to the fax were "testimonials" of other clients who had hired the firm and received loan modifications.

32. On December 19, 2012, a fax was sent to Ms. Dodd from Modification Review Board – Preferred Law, PLLC which stated that although the agreement addresses a “no guarantee” policy, Ms. Dodd’s guarantee letter “is binding . . . the guarantee you have been given is binding and supercedes the verbage in the agreement...”

33. In a letter to Ms. Dodd dated December 18, 2012, Preferred Law guaranteed that a modification could be secured for Ms. Dodd conditioned upon several requirements and giving her a payment schedule for payments totaling \$4,900.00, to be made over six months.

34. The fee and representation agreement was sent to Ms. Dodd dated January 4, 2013, thanking her for choosing the law firm, Preferred Law, PLLC. A Limitation of Liability clause is contained in the agreement.

35. Ms. Dodd made payments to Preferred Law as follows: on December 20, 2012 - \$1,000.00; on January 24, 2013 - \$780.00; on February 22, 2013 - \$780.00; on March 21, 2013 - \$780.00; and, on April 23, 2013 - \$780.00.

36. Mr. Horton did not deposit any of the fees Ms. Dodd paid into his client trust account.

37. Ms. Dodd signed Addendum A to the Limited Services Agreement on January 15, 2013. The Addendum laid out the legal services to be provided to Ms. Dodd.

38. The Addendum also states “Funds paid to Preferred Law may in its discretion be disbursed immediately or be held in a trust account governed by Utah law until such fees are earned by and disbursed to Preferred Law . . .”

39. In an email to Ms. Dodd dated July 1, 2013, a negotiations manager for Preferred Law indicated that Ms. Dodd needed to sign and return a Continuity Fee Form for payment of an additional required \$297.00 monthly fee until a decision was rendered on her file.

40. At some point, Ms. Dodd contacted the Tennessee Attorney General's Office which implements the National Mortgage Settlement and helps persons like Ms. Dodd facing foreclosure.

41. Matt Pulle, an attorney with the Tennessee AG's Office, initiated an investigation into Ms. Dodd's case.

42. Mr. Pulle concluded that Preferred Law offered nothing of value to Ms. Dodd and that she was in a far worse position as a result of her affiliation with Preferred Law.

43. On October 28 2013, the OPC served by regular mail to Mr. Horton's preferred address of record an NOIC concerning Ms. Dodd's informal complaint, requiring his response within 20 days.

44. Mr. Horton did not provide a response to the NOIC.

(Trager Matter)

45. Eric Trager is a resident of California.

46. Mr. Horton is an attorney licensed to practice law in Utah and Texas.

47. On March 24, 2013, Mr. Trager received notice from his mortgage company, Nationstar Mortgage, that he had been approved to enter a trial period plan under the Home Affordable Modification Program ("HAMP").

48. On April 4, 2013, Mr. Trager emailed Preferred Law, Mr. Horton's law firm, and provided notice that he had been approved for a HAMP trial plan period and provided information stating that he had made the March payment for the modification.

49. On April 5, 2013, Preferred Law sent an email to Mr. Trager with a payment authorization form and a payment schedule.

50. On April 9, 2013, Preferred Law sent an email to Mr. Trager with a Guarantee Letter attached. The Guarantee Letter stated that Preferred Law "guarantees" that a modification will be secured for you conditioned upon some requirements.

51. On April 9, 2013, Preferred Law sent an email to Mr. Trager requesting documents.

52. On April 10, 2013, Mr. Trager sent two emails to Preferred Law providing the requested documents.

53. On April 12, 2013, Preferred Law charged \$650 against Mr. Trager's bank account.

54. On April 22, 2013, Mr. Trager sent an email to Preferred Law wherein he again attached the notice from Nationstar Mortgage indicating that he had been approved for a trial period plan under HAMP. Mr. Trager's message also included a letter from Nationstar dated March 7, 2013, notifying him of issues with the payment he had made.

55. On April 22, 2013, Preferred Law sent an email to Mr. Trager which included an attached Fee and Representation Agreement and an Addendum to Limited Services Agreement.

56. On April 25, 2013, Candice Davies, a loan processor employed by Preferred Law, contacted Nationstar and was informed that Mr. Trager had been approved for a Tier II Home Affordable Modification Program with an interest rate of 4.125% and that Mr. Trager had made payments to Nationstar for March and April.

57. On May 1, 2013, Ms. Davies sent an email to Cyndie Morrison, Mr. Trager's representative, and provided her with the information obtained during her April 25, 2013 conversation with Nationstar Mortgage. Ms. Davies stated that it was Preferred Law's position that the current interest rate of 4.125% was the best rate Mr. Trager could obtain.

58. On May 1, 2013, Ms. Morrison responded to Ms. Davies and informed her that Mr. Trager had not made the April payment and inquired as to whether Preferred Law was going to continue to negotiate with Nationstar for better terms.

59. Preferred Law made the following charges against Mr. Trager's bank account: on May 15, 2013 - \$650; on June 12, 2013 - \$450; on July 26, 2013 - \$750; and, on August 15, 2013 - \$650.

60. Mr. Horton did not deposit any of the fees paid by Mr. Trager into his client trust account.

61. On August 23, 2013, Preferred Law wrote Ms. Morrison an email stating that because Mr. Trager had accepted the trial offer and made payments to Nationstar but then defaulted on his payments, he was no longer eligible for a HAMP modification under his current financial circumstances, even though the payments had been made in March and April.



62. On September 12, 2013, Mr. Trager submitted an Audit Request Form to Preferred Law requesting a refund of the \$3,150.00 he had paid.

### **III. CONCLUSIONS OF LAW**

Mr. Horton specifically admits that he violated the following rules:

63. Rule 1.3 (Diligence) of the Rules of Professional Conduct states:

A lawyer shall act with reasonable diligence and promptness in representing a client.

- ❖ (Chvilicek Matter) By failing to respond to inquiries from Wells Fargo on behalf of Mr. Chvilicek, Mr. Horton failed to act with reasonable diligence in violation of Rule 1.3 (Diligence).

64. Rule 1.4(a) (Communication) of the Rules of Professional Conduct states:

(a) A lawyer shall: (a)(1) promptly inform the client of any decision or circumstance with respect to which the client's informed consent, as defined in Rule 1.0(e), is required by these Rules; (a)(2) reasonably consult with the client about the means by which the client's objectives are to be accomplished; (a)(3) keep the client reasonably informed about the status of the matter; (a)(4) promptly comply with reasonable requests for information; and (a)(5) consult with the client about any relevant limitation on the lawyer's conduct when the lawyer knows that the client expects assistance not permitted by the Rules of Professional Conduct or other law.

- ❖ (Chvilicek Matter) By failing to respond to requests for information from his clients, failing to keep his clients informed and failing to promptly comply with requests from his clients, Mr. Horton violated Rule 1.4(a) (Communication).
- ❖ (Trager Matter) By failing to respond to requests for information from his clients, failing to keep his clients informed and failing to promptly comply

with requests from his clients, Mr. Horton violated Rule 1.4(a) (Communication).

65. Rule 1.5(a) (Fees) of the Rules of Professional Conduct states:

A lawyer shall not make an agreement for, charge or collect an unreasonable fee or an unreasonable amount for expenses. The factors to be considered in determining the reasonableness of a fee include the following 1) the time and labor required, the novelty and difficulty of the questions involved and the skill requisite to perform the legal service properly; 2) the likelihood, if apparent to the client, that the acceptance of the particular employment will preclude other employment by the lawyer; 3) the fee customarily charged in the locality for similar legal services; 4) the amount involved and the results obtained; 5) the time limitations imposed by the client or by the circumstances; 6) the nature and length of the professional relationship with the client; 7) the experience, reputation and ability of the lawyer or lawyers performing the services; and 8) whether the fee is fixed or contingent.

- ❖ (Chvilicek Matter) By failing to provide any meaningful legal services to the Chviliceks in exchange for fees paid, Mr. Horton charged and collected an unreasonable fee, in violation of Rule 1.5(a) (Fees).
- ❖ (Dodd Matter) By failing to provide any meaningful legal services to Ms. Dodd in exchange for fees paid, Mr. Horton charged and collected an unreasonable fee and violated Rule 1.5(a) (Fees).
- ❖ (Trager Matter) By failing to provide any meaningful legal services to Mr. Trager in exchange for fees paid, Mr. Horton charged and collected an unreasonable fee and violated Rule 1.5(a) (Fees).

66. Rule 1.8(h)(1) (Conflict of Interest: Current Clients: Specific Rules) of the Rules of Professional Conduct states:

A lawyer shall not make an agreement prospectively limiting the lawyer's liability to a client for malpractice unless the client is independently represented in making the agreement.

- ❖ (Dodd Matter) By not taking adequate steps to ensure Ms. Dodd obtained independent representation in connection with the engagement agreement she entered into with Mr. Horton and by failing to advise Ms. Dodd that she should in fact seek independent legal review of the liability waiver included in his engagement agreement, Mr. Horton violated Rule 1.8(h)(1) (Conflict of Interest: Current Clients: Specific Rules).

67. Rule 5.3(a) (Responsibilities Regarding Nonlawyer Assistants) of the Rules of Professional Conduct states:

With respect to a nonlawyer employed or retained by or associated with a lawyer: (a) a partner and a lawyer who individually or together with other lawyers possess comparable managerial authority in a law firm shall make reasonable efforts to ensure that the firm has in effect measures giving reasonable assurance that the person's conduct is compatible with the professional obligations of the lawyer.

- ❖ (Chvilicek Matter) By failing to implement adequate measures to supervise nonlawyer employees and agents to ensure the actions and conduct of these nonlawyers is compatible with Mr. Horton's professional obligations, Mr. Horton violated Rule 5.3(a) (Responsibilities Regarding Nonlawyer Assistants).
- ❖ (Dodd Matter) By failing to implement adequate measures to supervise nonlawyer employees and agents to ensure the actions and conduct of these nonlawyers is compatible with Mr. Horton's professional obligations,

Mr. Horton violated Rule 5.3(a) (Responsibilities Regarding Nonlawyer Assistants).

- ❖ (Trager Matter) By failing to implement adequate measures to supervise nonlawyer employees and agents to ensure the actions and conduct of these nonlawyers is compatible with Mr. Horton's professional obligations, Mr. Horton violated Rule 5.3(a) (Responsibilities Regarding Nonlawyer Assistants).

68. Rule 5.4 (Professional Independence of a Lawyer) of the Rules of Professional Conduct states:

(a) A lawyer or law firm shall not share legal fees with a nonlawyer, except that: (a)(1) an agreement by a lawyer with the lawyer's firm, partner or associate may provide for the payment of money, over a reasonable period of time after the lawyer's death, to the lawyer's estate or to one or more specified persons; (a)(2)(i) a lawyer who purchases the practice of a deceased, disabled or disappeared lawyer may, pursuant to the provisions of Rule 1.17, pay to the estate or other representative of that lawyer the agreed-upon purchase price; and (a)(2)(ii) a lawyer who undertakes to complete unfinished legal business of a deceased lawyer may pay to the estate of the deceased lawyer that proportion of the total compensation which fairly represents the services rendered by the deceased lawyer; and (a)(3) a lawyer or law firm may include nonlawyer employees in a compensation or retirement plan, even though the plan is based in whole or in part on a profit-sharing arrangement.

- ❖ (Chvilicek Matter) By operating Preferred Law by and through other nonlawyer companies and by sharing fees and accounts with his other companies, Mr. Horton violated Rule 5.4 (Professional Independence of a Lawyer).

- ❖ (Dodd Matter) By operating Preferred Law by and through other nonlawyer companies and by sharing fees and accounts with his other companies, Mr. Horton violated Rule 5.4 (Professional Independence of a Lawyer).
- ❖ (Trager Matter) By operating Preferred Law by and through other nonlawyer companies and by sharing fees and accounts with his other companies, Mr. Horton violated Rule 5.4 (Professional Independence of a Lawyer).

69. Rule 7.1 (Communications Concerning a Lawyer's Services) of the Rules of Professional Conduct states:

A lawyer shall not make a false or misleading communication about the lawyer or the lawyer's services. A communication is false or misleading if it contains a material misrepresentation of fact or law, or omits a fact necessary to make the statement considered as a whole not materially misleading.

- ❖ (Dodd Matter) By guaranteeing results, Mr. Horton misled Ms. Dodd and violated Rule 7.1 (Communications Regarding a Lawyer's Services).
- ❖ (Trager Matter) By guaranteeing results, Mr. Horton misled Mr. Trager and violated Rule 7.1 (Communications Regarding a Lawyer's Services).

70. Rule 8.1(b) (Bar Admission and Disciplinary Matters) of the Rules of Professional Conduct states:

An applicant for admission to the Bar, or a lawyer in connection with a Bar admission application or in connection with a disciplinary matter, shall not: (b) Fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter or knowingly fail to respond to a lawful demand for information from an admissions or disciplinary authority....

- ❖ (Chvilicek Matter) By failing to respond to the OPC's NOIC, Mr. Horton Violated Rule 8.1(b) (Bar Admission and Disciplinary Matters).
- ❖ (Dodd Matter) By failing to respond to the OPC's NOIC, Mr. Horton Violated Rule 8.1(b) (Bar Admission and Disciplinary Matters).

71. Rule 8.4(c) of the Rules of Professional Conduct states:

It is professional misconduct for a lawyer to engage in conduct involving dishonesty, fraud, deceit or misrepresentation

- ❖ (Dodd Matter) By taking money and doing little or no legal work, by allowing other companies and nonlawyers to provide legal services and by making misrepresentations to clients, Mr. Horton engaged in conduct that was dishonest or deceitful and violated Rule 8.4(c).
- ❖ (Trager Matter) By taking money and doing little or no legal work, by allowing other companies and nonlawyers to provide legal services and by making misrepresentations to clients, Mr. Horton engaged in conduct that was dishonest or deceitful and violated Rule 8.4(c).

#### **IV. AGGRAVATING AND MITIGATING CIRCUMSTANCES**

72. The OPC and Mr. Horton stipulate that, for purposes of this discipline by consent agreement, there are no aggravating or mitigating circumstances as outlined in Rules 14-607(a) and 14-607(b) of the Standards for Imposing Lawyer Sanctions ("Standards").

#### **V. PENDING CASES**

73. In addition to the three Bar complaints that were consolidated into this formal Complaint, there are six other open OPC cases pending against Mr. Horton as of

this date: OPC Case Nos. 14-2338, 15-0286, 15-0944, 15-1177, 16-0139 and 16-0459. As part of the settlement of this matter, Mr. Horton acknowledges that these complaints raise allegations for possible further investigation. As part of the resolution of this Complaint filed by the OPC, OPC has agreed to dismiss OPC Case Nos. 14-2338, 15-0286, 15-0944, 15-1177, 16-0139, 16-0459.

#### **RECOMMENDATION OF DISCIPLINE**

74. Pursuant to Rule 14-605(b), Standards, suspension is generally appropriate when a lawyer;

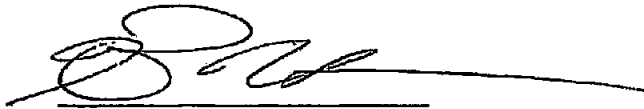
(1) knowingly engages in professional misconduct as defined in Rule 8.4(a), (d), (e), or (f) of the Rules of Professional Conduct and causes injury or potential injury to a party, the public, or the legal system, or causes interference or potential interference with a legal proceeding;

75. Subject to the Court's approval, Mr. Horton and the OPC agree that Mr. Horton's license to practice law shall be suspended for a period of three years for his violation of the Rules of Professional Conduct.

76. During the period of suspension, Mr. Horton is hereby enjoined and prohibited from practicing law in the State of Utah, holding himself out as an attorney at law, performing any legal services for others, giving legal advice to others, accepting any fee directly or indirectly for rendering legal services as an attorney, appearing as counsel or in any representative capacity in any proceeding in any Utah court or before any Utah administrative body as an attorney (whether state, county, municipal, or other), or holding himself out to others or using his name in any manner in conjunction with the words "Attorney at Law", "Counselor at Law", or "Lawyer."

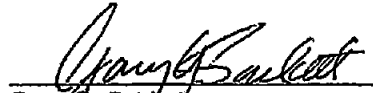
77. To be reinstated to the practice of law from this Order, Mr. Horton must fully comply with the provisions of Rule 14-525, RLDD, including fully reimbursing the Utah State Bar's Lawyers' Fund for Client Protection for any amounts paid on account of his conduct.

Dated this 7<sup>th</sup> day of September, 2016.



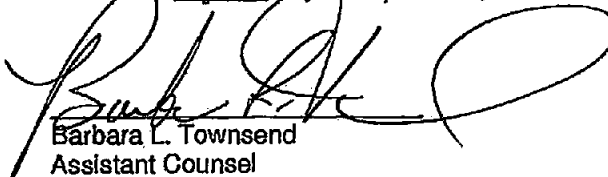
Benjamin R. Horton  
Respondent

Dated this 9<sup>th</sup> day of September, 2016.



Gary G. Sackett  
Counsel for Respondent

Dated this 13<sup>th</sup> day of September, 2016.



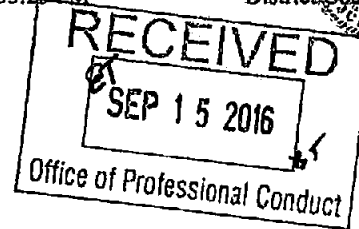
Barbara L. Townsend  
Assistant Counsel  
Office of Professional Conduct



The Order of the Court is stated below:

Dated: September 15, 2016 /s/ PAIGE PETERSEN  
04:55:25 PM

District Court Judge



**Barbara L. Townsend, #5568**  
 Assistant Counsel  
 Utah State Bar  
 Office of Professional Conduct  
 645 South 200 East  
 Salt Lake City, Utah 84111  
 (801) 531-9110  
 opcfileing@utahbar.org

**IN THE THIRD JUDICIAL DISTRICT COURT**  
**IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

<p><b>In the Matter of the Discipline of</b></p> <p><b>Benjamin R. Horton, #11452</b></p> <p style="text-align: center;"><b>Respondent.</b></p>	<p><b>ORDER OF DISCIPLINE: SUSPENSION</b></p> <p><b>Civil No. 140905954</b>  <b>Judge Paige Petersen</b></p>
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The above-captioned matter having come before the Court upon the pleadings, and the Court having reviewed all pleadings and papers on file herein, including the Affidavit of Consent and the Discipline by Consent and Settlement Agreement entered into between Respondent, Benjamin R. Horton, by and through his counsel, Gary G. Sackett, and the Utah State Bar's Office of Professional Conduct, and the Court having been fully advised in the premises, does now, ORDER, ADJUDGE and DECREE, that for the disciplinary violations set forth in the Discipline by Consent and Settlement Agreement:

IT IS HEREBY ORDERED that Mr. Horton's license to practice law be suspended for a period of three years, effective 30 days from the date the order is signed. Mr. Horton shall comply with all requirements of Rule 14-526 of the Rules of

Lawyer Discipline and Disability.

IT IS FURTHER ORDERED THAT during the period of suspension, Mr. Horton is hereby enjoined and prohibited from practicing law in the State of Utah, holding himself out as an attorney at law, performing any legal services for others, giving legal advice to others, accepting any fee directly or indirectly for rendering legal services as an attorney, appearing as counsel or in any representative capacity in any proceeding in any Utah court or before any Utah administrative body as an attorney (whether state, county, municipal, or other), or holding himself out to others or using his name in any manner in conjunction with the words "Attorney at Law", "Counselor at Law", or "Lawyer."

IT IS FURTHER ORDERED that to be reinstated to the practice of law from this Order, Mr. Horton must fully comply with the provisions of Rule 14-525, including fully reimbursing the Utah State Bar's Lawyers' Fund for Client Protection for any amounts paid on account of his conduct.

IT IS FURTHER ORDERED that as part of the resolution of this Complaint filed by the OPC, OPC has agreed to dismiss the six other open OPC cases pending against Mr. Horton: OPC Case Nos. 14-2338, 15-0286, 15-0944, 15-1177, 16-0139, 16-0459.

Approved as to form:

/s/ Gary G. Sackett

Gary G. Sackett

Counsel for Respondent

\*\*\*END OF ORDER\*\*\*

Upon approval of the Court, this becomes an Order when the Judge's signature appears on the top right corner of the first page



# **Attachment GG**

## Shopper Info for Shopper ID 44029388

Shopper ID: 44029388  
Private Label ID: 1  
Login Name: jonathanhanley22  
First Name: Jonathan  
Middle Name: P  
Last Name: Hanley  
Company:  
Address1: 8180 s 700 e  
Address2: 110  
City: Sandy  
State/Prov: UT  
Postal Code: 84070  
Country: US  
Phone1: +1.8013865100  
Phone1Extension:  
Phone2: +1.8019135704  
Fax:  
Mobile: +1.8019135504  
Email: jhanley@preferredlawteam.com  
BirthDate: October 18  
Gender: m  
Date Created: 5/23/2011 8:12:28 AM  
Last Changed By: gdPostPurchase.StoreShopperInfo  
Last Changed By Date: 5/10/2017 10:40:17 AM  
Status:  
Fraud: Verified by Fraud Dept - Customer OK  
Shopper Pin  
Password Reminder: Pref...12  
Twitter Handle

## Domain List - All for Shopper ID 44029388

Domain Name	Status	Created	Expires	Order ID
LOANHELPUS.COM	0 Active	5/23/2011	5/23/2021	330218527
MORTGAGERECOVERY.ORG	8 Cancelled	6/23/2011	6/23/2013	337877082
MORTGAGERECOVERY.INFO	8 Cancelled	6/23/2011	6/23/2013	337877082
MORTGAGERECOVERY.NET	8 Cancelled	6/23/2011	6/23/2013	337877082
MORTGAGERECOVERY.BIZ	8 Cancelled	6/23/2011	6/22/2013	337877082
MODIFICATIONREVIEWBOARD.COM	0 Active	9/13/2011	9/13/2018	359014414
MODIFYUSA.COM	19 Transferred Away	9/13/2011	9/13/2013	359015054
BROWNLEGALCORP.COM	8 Cancelled	10/17/2011	10/17/2012	367988218
PREFERREDLAWTEAM.COM	0 Active	10/26/2011	10/26/2017	370301512
PREFERREDLEGALGROUP.COM	8 Cancelled	10/26/2011	10/26/2012	370346128
AMPROPERTYINC.COM	0 Active	10/28/2011	10/28/2018	370624619
HARPATTORNEY.COM	0 Active	10/29/2011	10/29/2017	371172903
FMGADVISORS.COM	0 Active	11/30/2011	11/30/2017	379477842
ATTORNEYLOANMOD.COM	0 Active	1/12/2012	1/12/2018	390873468
4506-TFORM.COM	8 Cancelled	1/21/2012	1/21/2013	393352043
MORTGAGEMODIFICATIONFORMS.COM	8 Cancelled	1/21/2012	1/21/2013	393352043
WHATISAHARDSHIPLETTER.COM	8 Cancelled	1/21/2012	1/21/2013	393352043
LOANMODIFICATIONRATES.COM	8 Cancelled	1/21/2012	1/21/2013	393352043
FORM4506T.COM	8 Cancelled	1/21/2012	1/21/2013	393352043
MODIFICATIONRATES.COM	8 Cancelled	1/21/2012	1/21/2013	393352043
AMHOUSESERVICES.COM	8 Cancelled	1/22/2012	1/22/2013	393617103
PREFERREDLAWOFFICE.COM	8 Cancelled	1/26/2012	1/26/2016	394742075
PRINCIPALFORGIVENESSMODIFICATION.COM	8 Cancelled	1/31/2012	1/31/2013	396000387
HOWTOREDUCEPRINCIPAL.COM	8 Cancelled	1/31/2012	1/31/2013	396000387
APRINCIPALREDUCTIONMODIFICATION.COM	8 Cancelled	1/31/2012	1/31/2013	396000387
HAMPPRINCIPAL.COM	8 Cancelled	1/31/2012	1/31/2013	396000387
HOWTOFORGIVEPRINCIPAL.COM	8 Cancelled	1/31/2012	1/31/2013	396000387
WHATISPRINCIPALFORGIVENESS.COM	8 Cancelled	1/31/2012	1/31/2013	396000387
FORGIVEPRINCIPAL.COM	8 Cancelled	1/31/2012	1/31/2013	396000387
WHATISPRINCIPALREDUCTION.COM	8 Cancelled	1/31/2012	1/31/2013	396001504
CRIMINALLAWCONSULTATION.COM	8 Cancelled	8/12/2012	8/12/2013	452951734
MYBESTCRIMINALLAWYER.COM	8 Cancelled	8/12/2012	8/12/2013	452951734
EVIDENCEEXAMINATION.COM	8 Cancelled	8/12/2012	8/12/2013	452951734
SUSPENDEDLICENSEUTAH.COM	8 Cancelled	8/12/2012	8/12/2013	452951734
BESTCHILDSUPPORTLAWYER.COM	8 Cancelled	8/12/2012	8/12/2014	452951734
GREATESTCRIMINALLAWYER.COM	8 Cancelled	8/12/2012	8/12/2013	452951734
MYBESTCHILDCUSTODYLAWYER.COM	8 Cancelled	8/12/2012	8/12/2013	452951734
UTAHDUIADVICE.COM	8 Cancelled	8/12/2012	8/12/2013	452951734
CLARKHANLEY.COM	0 Active	8/12/2012	8/12/2018	452951734
MYFREEDUIADVICE.COM	8 Cancelled	8/12/2012	8/12/2013	452951734
KEEPMYCHILDREN.COM	8 Cancelled	8/12/2012	8/12/2013	452951734
JOSEPHINEHANLEY.COM	0 Active	8/12/2012	8/12/2018	452951734
BESTDUIADVICE.COM	8 Cancelled	8/12/2012	8/12/2014	452951734

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**Domain List - All for Shopper ID 44029388**

Domain Name	Status	Created	Expires	Order ID
MASSEMAILCAMPAIGN.COM	0 Active	11/27/2011	11/27/2017	452961920
CFQA.COM	0 Active	10/12/2006	10/12/2019	452969885
AMERICANHOMELOANS.COM	0 Active	6/25/2001	1/25/2018	453550569
CURRENCYSALE.COM	0 Active	8/2/2012	8/2/2018	453586502
PARTYINGTONIGHT.COM	0 Active	8/4/2012	8/4/2017	455354649
MOSTPAYING.COM	0 Active	7/20/2012	7/20/2018	455655577
NLXH.COM	0 Active	9/26/2007	9/26/2017	455655608
LBGV.COM	0 Active	10/5/2009	10/5/2018	455655616
MYAHL.CORG	8 Cancelled	9/28/2012	9/28/2013	467374460
MYAHL.INFO	8 Cancelled	9/28/2012	9/28/2013	467374460
AMERICANHOMELoANCOUNSELORS.NET	8 Cancelled	9/28/2012	9/28/2013	467374460
MYAHL.NET	8 Cancelled	9/28/2012	9/28/2013	467374460
MYAHL.COM	0 Active	9/28/2012	9/28/2017	467374460
AMERICANHOMELoANCOUNSELORS.ORG	0 Active	9/28/2012	9/28/2017	467374460
AMERICANHOMELoANCOUNSELORS.INFO	8 Cancelled	9/28/2012	9/28/2013	467374460
AMERICANHOMELoANCOUNSELORS.COM	0 Active	9/28/2012	9/28/2017	467374460
ILLINOISHARPREFINANCE.COM	0 Active	9/28/2012	9/28/2017	467374460
SANDRAHANLEY.COM	0 Active	10/16/2012	10/16/2019	472923262
FUNNIESTPRANK.COM	0 Active	2/4/2013	2/4/2019	511326220
ATTORNEYLOANMODIFICATIONS.COM	0 Active	2/12/2013	2/12/2018	512047986
MYSECONDCHANCELOAN.COM	0 Active	2/22/2013	2/22/2018	515740411
MODIFYUSA.COM	165 Cancelled - Never Transferred	2/23/2013	n/a	516088069
HEELKICK.COM	0 Active	11/18/2011	11/18/2017	516781635
LOAN-HELP.ORG	0 Active	2/26/2013	2/26/2018	517198933
COLORADOHARPREFINANCE.COM	0 Active	2/27/2013	2/27/2018	517547367
HARPREFINANCEARIZONA.INFO	0 Active	2/27/2013	2/27/2018	517547367
HARPREFINANCENEVADA.COM	0 Active	2/27/2013	2/27/2018	517547367
CALIFORNIAHARPREFINANCE.ORG	0 Active	2/27/2013	2/27/2018	517547367
HARPHOMELoANPROGRAM.COM	0 Active	2/27/2013	2/27/2018	517547367
QUALIFYFORHARP.ORG	0 Active	2/27/2013	2/27/2018	517547367
HARPREFINANCEUTAH.COM	0 Active	2/27/2013	2/27/2018	517547367
MORTGAGEREPAIR.ORG	0 Active	4/4/2013	4/4/2018	532413066
ARMOURCREDIT.COM	0 Active	4/9/2013	4/9/2018	534674353
ARMOURLENDING.COM	0 Active	4/9/2013	4/9/2018	534674353
THEBOSTONMARATHONBOMB.COM	8 Cancelled	4/15/2013	4/15/2015	536879312
SEOROOKIES.COM	0 Active	6/7/2012	6/7/2019	538013931
ABIGAIL-HANLEY.COM	0 Active	4/20/2013	4/20/2018	538750264
JONATHAN-HANLEY.COM	0 Active	4/20/2013	4/20/2018	538750264
JHPROGRAMS.COM	0 Active	4/26/2013	4/26/2018	540989932
THECALIFORNIAHARPREFINANCE.COM	0 Active	4/26/2013	4/26/2018	540989932
CLIENTSHEETS.NET	8 Cancelled	4/26/2013	4/26/2014	540989932

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**Domain List - All for Shopper ID 44029388**

Domain Name	Status	Created	Expires	Order ID
CLIENTSHEETS.INFO	8 Cancelled	4/26/2013	4/26/2014	540989932
CLIENTSHEETS.COM	0 Active	4/26/2013	4/26/2018	540989932
CLIENTSHEETS.ORG	8 Cancelled	4/26/2013	4/26/2014	540989932
FIXEDMORTGAGEQUOTE.COM	0 Active	3/20/2013	3/20/2018	541849676
HOTMORTGAGELEADS.COM	0 Active	3/31/2003	3/31/2018	543741817
CREDITREPAIRPRO.COM	0 Active	11/1/2000	11/1/2017	544443993
ZINLY.COM	0 Active	3/25/2013	3/25/2018	544446666
RATESONMORTGAGES.COM	0 Active	9/12/2012	9/12/2018	553971963
BESTTWOPIECE.COM	8 Cancelled	6/7/2013	6/7/2014	556923763
HOTTWOPIECE.COM	8 Cancelled	6/7/2013	6/7/2014	556923763
BESTONEPIECE.COM	8 Cancelled	6/7/2013	6/7/2014	556923763
HOTTESTSWIMSUIT.COM	8 Cancelled	6/7/2013	6/7/2014	556923763
HOTONEPIECE.COM	8 Cancelled	6/7/2013	6/7/2014	556923763
HOTTESTONEPIECE.COM	8 Cancelled	6/7/2013	6/7/2014	556923763
DEERVALLEYSKIHOME.COM	0 Active	2/16/2014	2/16/2018	655810949
THEDEERVALLEYSKIHOUSE.COM	8 Cancelled	2/16/2014	2/16/2016	655812688
ASSASSINSWIM.COM	0 Active	2/19/2014	2/19/2018	657113359
SXIMENA.COM	0 Active	3/26/2014	3/26/2018	672354949
USAINSURANCECENTER.COM	149 Deleted - Redeemable	4/2/2014	4/2/2017	753173772
INSURANCEPROS.COM	0 Active	11/12/1996	11/11/2017	769237454
ABOGADODEMODIFICACION.COM	0 Active	3/2/2012	3/2/2019	789683852
HOMELOANMODIFICATIONLAWYER.COM	0 Active	1/24/2012	1/24/2018	789683865
HARDSHIPLETTERS.ORG	0 Active	2/13/2012	2/13/2019	789683898
emergencybk.com	0 Active	2/16/2016	2/16/2018	938508729
consumerdefense.com	0 Active	6/30/1999	6/30/2021	944766314
defaultsupport.net	0 Active	6/22/2016	6/22/2018	991682128
defaultsupport.com	0 Active	6/22/2016	6/22/2018	991682128
defaultsupport.info	0 Active	6/22/2016	6/22/2018	991682128
defaultsupport.org	0 Active	6/22/2016	6/22/2018	991682128
hardshipletters.com	0 Active	11/1/2007	11/1/2017	1003545456
homerelief.com	0 Active	8/1/2002	8/1/2017	1026674339



**Domain Information for Shopper ID 44029388**

Shopper ID: 44029388  
 Domain Name: MODIFICATIONREVIEWBOARD.COM  
 Registrar:  
 Registration Period: 7  
 Create Date: 9/13/2011 5:19:51 PM  
 Expiration Date: 9/13/2018 5:19:51 PM  
 Update Date: 9/6/2016 5:32:46 PM  
 Transfer Away Eligibility Date:  
 Status: 0 Active  
 Is Certified Domain: False  
 Gaining Registrar Name:  
 Transferred Away Date:  
 Last Modified: 9/6/2016 3:32:51 PM  
 Custom DNS: Yes  
 Name Servers: ns49.domaincontrol.com  
 ns50.domaincontrol.com  
 Auto Renew: Yes  
 Renew Period: 0

**Registrant Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 9/14/2015 6:13:41 AM

**Technical Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 9/14/2015 6:13:42 AM

**Administrative Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 9/14/2015 6:13:42 AM

**Billing Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 9/14/2015 6:13:42 AM

**Domain Information for Shopper ID 44029388**

Shopper ID: 44029388  
 Domain Name: PREFERREDLAWTEAM.COM  
 Registrar:  
 Registration Period: 5  
 Create Date: 10/26/2011 10:30:41 AM  
 Expiration Date: 10/26/2017 10:30:41 AM  
 Update Date: 10/27/2016 8:22:31 AM  
 Transfer Away Eligibility Date:  
 Status: 0 Active  
 Is Certified Domain: False  
 Gaining Registrar Name:  
 Transferred Away Date:  
 Last Modified: 10/27/2016 6:22:38 AM  
 Custom DNS: Yes  
 Name Servers: ns41.domaincontrol.com  
 ns42.domaincontrol.com  
 Auto Renew: Yes  
 Renew Period: 0

**Registrant Contact**

Name: Jonathan Hanley  
 Company: Brown Legal, Inc.  
 Email: jonathan@fnblawoffice.com  
 Address 1: [REDACTED]  
 Address 2:  
 City: Sandy  
 State/Province: Utah  
 Postal Code: [REDACTED]  
 Country: United States  
 Phone: (801) 913-5504  
 Fax:  
 Modify Time: 11/9/2012 4:11:05 PM

**Technical Contact**

Name: Jonathan Hanley  
 Company: Brown Legal, Inc.  
 Email: jonathan@fnblawoffice.com  
 Address 1: [REDACTED]  
 Address 2:  
 City: Sandy  
 State/Province: Utah  
 Postal Code: [REDACTED]  
 Country: United States  
 Phone: (801) 913-5504  
 Fax:  
 Modify Time: 11/9/2012 4:11:05 PM

**Administrative Contact**

Name: Jonathan Hanley  
 Company: Brown Legal, Inc.  
 Email: jonathan@fnblawoffice.com  
 Address 1: [REDACTED]  
 Address 2:  
 City: Sandy  
 State/Province: Utah  
 Postal Code: [REDACTED]  
 Country: United States  
 Phone: (801) 913-5504  
 Fax:  
 Modify Time: 11/9/2012 4:11:05 PM

**Billing Contact**

Name: Jonathan Hanley  
 Company: Brown Legal, Inc.  
 Email: jonathan@fnblawoffice.com  
 Address 1: [REDACTED]  
 Address 2:  
 City: Sandy  
 State/Province: Utah  
 Postal Code: [REDACTED]  
 Country: United States  
 Phone: (801) 913-5504  
 Fax:  
 Modify Time: 11/9/2012 4:11:05 PM

**Domain Information for Shopper ID 44029388**

Shopper ID: 44029388  
 Domain Name: AMPROPERTYINC.COM  
 Registrar:  
 Registration Period: 7  
 Create Date: 10/28/2011 3:17:46 AM  
 Expiration Date: 10/28/2018 3:17:46 AM  
 Update Date: 10/4/2016 1:24:43 PM  
 Transfer Away Eligibility Date:  
 Status: 0 Active  
 Is Certified Domain: False  
 Gaining Registrar Name:  
 Transferred Away Date:  
 Last Modified: 10/4/2016 11:25:54 AM  
 Custom DNS: Yes  
 Name Servers: ns41.domaincontrol.com  
 ns42.domaincontrol.com  
 Auto Renew: Yes  
 Renew Period: 0

**Registrant Contact**

Name: Jonathan Hanley  
 Company: Brown Legal, Inc.  
 Email: jonathan@fnblawoffice.com  
 Address 1: [REDACTED]  
 Address 2:  
 City: Sandy  
 State/Province: Utah  
 Postal Code: [REDACTED]  
 Country: United States  
 Phone: (801) 913-5504  
 Fax:  
 Modify Time: 11/9/2012 4:09:59 PM

**Technical Contact**

Name: Jonathan Hanley  
 Company: Brown Legal, Inc.  
 Email: jonathan@fnblawoffice.com  
 Address 1: [REDACTED]  
 Address 2:  
 City: Sandy  
 State/Province: Utah  
 Postal Code: [REDACTED]  
 Country: United States  
 Phone: (801) 913-5504  
 Fax:  
 Modify Time: 11/9/2012 4:09:59 PM

**Administrative Contact**

Name: Jonathan Hanley  
 Company: Brown Legal, Inc.  
 Email: jonathan@fnblawoffice.com  
 Address 1: [REDACTED]  
 Address 2:  
 City: Sandy  
 State/Province: Utah  
 Postal Code: [REDACTED]  
 Country: United States  
 Phone: (801) 913-5504  
 Fax:  
 Modify Time: 11/9/2012 4:09:59 PM

**Billing Contact**

Name: Jonathan Hanley  
 Company: Brown Legal, Inc.  
 Email: jonathan@fnblawoffice.com  
 Address 1: [REDACTED]  
 Address 2:  
 City: Sandy  
 State/Province: Utah  
 Postal Code: [REDACTED]  
 Country: United States  
 Phone: (801) 913-5504  
 Fax:  
 Modify Time: 11/9/2012 4:09:59 PM

**Domain Information for Shopper ID 44029388**

Shopper ID: 44029388  
 Domain Name: AMERICANHOMELOANS.COM  
 Registrar:  
 Registration Period: 6  
 Create Date: 6/25/2001 5:42:39 AM  
 Expiration Date: 1/25/2018 8:06:14 PM  
 Update Date: 2/27/2013 11:30:52 AM  
 Transfer Away Eligibility Date:  
 Status: 0 Active  
 Is Certified Domain: True  
 Gaining Registrar Name:  
 Transferred Away Date:  
 Last Modified: 8/2/2016 2:29:15 PM  
 Custom DNS: Yes  
 Certified Domain Status: CD verification pending email validation  
 Name Servers: NS43.DOMAINCONTROL.COM  
 NS44.DOMAINCONTROL.COM  
 Auto Renew: Yes  
 Renew Period: 0

**Registrant Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 8/17/2012 5:33:14 PM

**Technical Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 8/17/2012 5:33:14 PM

**Administrative Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 8/17/2012 5:33:14 PM

**Billing Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 8/17/2012 5:33:14 PM

## Contact Audit History

### AMERICANHOMELOANS.COM

Modified	Origin	Note
8/17/2012 5:33:14 PM	dp_UsedDomainsPurchase_sp	Billing info updated from: Jonathan Hanley jhanley@modificationreviewbo ard.com Brown Legal, Inc. 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8019135504 «BLANK»
8/17/2012 5:33:14 PM	dp_UsedDomainsPurchase_sp	Administrative info updated from: Jonathan Hanley jhanley@modificationreviewbo ard.com Brown Legal, Inc. 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8019135504 «BLANK»
8/17/2012 5:33:14 PM	dp_UsedDomainsPurchase_sp	Technical info updated from: Jonathan Hanley jhanley@modificationreviewbo ard.com Brown Legal, Inc. 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8019135504 «BLANK»
8/17/2012 5:33:14 PM	dp_UsedDomainsPurchase_sp	Registrant info updated from: Jonathan Hanley jhanley@modificationreviewbo ard.com Brown Legal, Inc. 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8019135504 «BLANK»

**Domain Information for Shopper ID 44029388**

Shopper ID: 44029388  
 Domain Name: ATTORNEYLOANMODIFICATIONS.COM  
 Registrar:  
 Registration Period: 5  
 Create Date: 2/12/2013 4:13:03 PM  
 Expiration Date: 2/12/2018 4:13:03 PM  
 Update Date: 1/26/2015 5:45:01 PM  
 Transfer Away Eligibility Date:  
 Status: 0 Active  
 Is Certified Domain: False  
 Gaining Registrar Name:  
 Transferred Away Date:  
 Last Modified: 1/14/2016 1:50:40 PM  
 Custom DNS: No  
 Name Servers: AUTH01.NS.KORAX.NET  
 AUTH02.NS.KORAX.NET  
 AUTH03.NS.KORAX.NET  
 Auto Renew: Yes  
 Renew Period: 0

**Registrant Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 1/26/2015 3:44:38 PM

**Technical Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 1/26/2015 3:44:38 PM

**Administrative Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 1/26/2015 3:44:38 PM

**Billing Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 1/26/2015 3:44:38 PM

**Domain Information for Shopper ID 44029388**

Shopper ID: 44029388  
 Domain Name: ABOGADODEMODIFICACION.COM  
 Registrar:  
 Registration Period: 7  
 Create Date: 3/2/2012 1:55:09 PM  
 Expiration Date: 3/2/2019 1:55:09 PM  
 Update Date: 1/24/2017 6:12:08 PM  
 Transfer Away Eligibility Date:  
 Status: 0 Active  
 Is Certified Domain: False  
 Gaining Registrar Name:  
 Transferred Away Date:  
 Last Modified: 1/24/2017 4:12:15 PM  
 Custom DNS: No  
 Name Servers: AUTH01.NS.KORAX.NET  
 AUTH02.NS.KORAX.NET  
 AUTH03.NS.KORAX.NET  
 Auto Renew: Yes  
 Renew Period: 0

**Registrant Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 2/4/2015 1:27:22 PM

**Technical Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 2/4/2015 1:27:22 PM

**Administrative Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 2/4/2015 1:27:22 PM

**Billing Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 2/4/2015 1:27:22 PM

## Contact Audit History

### ABOGADODEMODIFICACION.COM

Modified	Origin	Note
2/4/2015 1:27:22 PM	dp_UsedDomainsPurchase_sp	Billing info updated from: Jonathan Hanley jhanley@preferredlawteam.com  «BLANK» 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8013865100 «BLANK»
2/4/2015 1:27:22 PM	dp_UsedDomainsPurchase_sp	Administrative info updated from: Jonathan Hanley jhanley@preferredlawteam.com  «BLANK» 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8013865100 «BLANK»
2/4/2015 1:27:22 PM	dp_UsedDomainsPurchase_sp	Technical info updated from: Jonathan Hanley jhanley@preferredlawteam.com  «BLANK» 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8013865100 «BLANK»
2/4/2015 1:27:22 PM	dp_UsedDomainsPurchase_sp	Registrant info updated from: Jonathan Hanley jhanley@preferredlawteam.com  «BLANK» 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8013865100 «BLANK»



**Domain Information for Shopper ID 44029388**

Shopper ID: 44029388  
 Domain Name: HOMELOANMODIFICATIONLAWYER.COM  
 Registrar:  
 Registration Period: 6  
 Create Date: 1/24/2012 6:17:48 PM  
 Expiration Date: 1/24/2018 6:17:48 PM  
 Update Date: 2/4/2015 3:19:19 PM  
 Transfer Away Eligibility Date:  
 Status: 0 Active  
 Is Certified Domain: False  
 Gaining Registrar Name:  
 Transferred Away Date:  
 Last Modified: 2/4/2015 1:19:30 PM  
 Custom DNS: No  
 Name Servers: AUTH01.NS.KORAX.NET  
 AUTH02.NS.KORAX.NET  
 AUTH03.NS.KORAX.NET  
 Auto Renew: Yes  
 Renew Period: 0

**Registrant Contact**

Name: Jonathan Hanley  
 Company:  
 Email: jhanley@preferredlawteam.com  
 Address 1: 9035 S. 700 E. #203  
 Address 2:  
 City: Sandy  
 State/Province: UT  
 Postal Code: 84070  
 Country: United States  
 Phone: +1.8013865100  
 Fax:  
 Modify Time: 2/4/2015 1:18:57 PM

**Technical Contact**

Name: Jonathan Hanley  
 Company:  
 Email: jhanley@preferredlawteam.com  
 Address 1: 9035 S. 700 E. #203  
 Address 2:  
 City: Sandy  
 State/Province: UT  
 Postal Code: 84070  
 Country: United States  
 Phone: +1.8013865100  
 Fax:  
 Modify Time: 2/4/2015 1:18:57 PM

**Administrative Contact**

Name: Jonathan Hanley  
 Company:  
 Email: jhanley@preferredlawteam.com  
 Address 1: 9035 S. 700 E. #203  
 Address 2:  
 City: Sandy  
 State/Province: UT  
 Postal Code: 84070  
 Country: United States  
 Phone: +1.8013865100  
 Fax:  
 Modify Time: 2/4/2015 1:18:57 PM

**Billing Contact**

Name: Jonathan Hanley  
 Company:  
 Email: jhanley@preferredlawteam.com  
 Address 1: 9035 S. 700 E. #203  
 Address 2:  
 City: Sandy  
 State/Province: UT  
 Postal Code: 84070  
 Country: United States  
 Phone: +1.8013865100  
 Fax:  
 Modify Time: 2/4/2015 1:18:57 PM

**Domain Information for Shopper ID 44029388**

Shopper ID: 44029388  
 Domain Name: HARSHIPLETTERS.ORG  
 Registrar:  
 Registration Period: 7  
 Create Date: 2/13/2012 7:21:08 PM  
 Expiration Date: 2/13/2019 7:21:08 PM  
 Update Date: 1/24/2017 11:13:35 PM  
 Transfer Away Eligibility Date:  
 Status: 0 Active  
 Is Certified Domain: False  
 Gaining Registrar Name:  
 Transferred Away Date:  
 Last Modified: 1/24/2017 4:13:40 PM  
 Custom DNS: No  
 Name Servers: AUTH01.NS.KORAX.NET  
 AUTH02.NS.KORAX.NET  
 AUTH03.NS.KORAX.NET  
 Auto Renew: Yes  
 Renew Period: 0

**Registrant Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 3/12/2017 10:57:47 PM

**Technical Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 3/12/2017 10:57:48 PM

**Administrative Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 3/12/2017 10:57:47 PM

**Billing Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 3/12/2017 10:57:47 PM

## Contact Audit History

### HARDSHIPLETTERS.ORG

Modified	Origin	Note
2/4/2015 1:27:25 PM	RegDBPBillingSvc Insert Domain By Proxy contact information	Billing info updated from: Registration Private HARDSHIPLETTERS.ORG domainsbyproxy.com Domains By Proxy, LLC DomainsByProxy.com 14747 N Northsight Blvd Suite 111, PMB 309 Scottsdale AZ 85260 United States +1.4806242599 +1.4806242598
2/4/2015 1:27:22 PM	updated by epp_VerifyContactData_sp	Billing info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8013865100 «BLANK»
2/4/2015 1:27:22 PM	updated by epp_VerifyContactData_sp	Administrative info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8013865100 «BLANK»
2/4/2015 1:27:22 PM	updated by epp_VerifyContactData_sp	Technical info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8013865100 «BLANK»
2/4/2015 1:27:22 PM	updated by epp_VerifyContactData_sp	Registrant info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8013865100 «BLANK»
2/4/2015 1:19:14 PM	Successfully removed RegistryID and AuthInfo from contact for pre-Replacement processing	Technical info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8013865100 «BLANK»
2/4/2015 1:19:14 PM	Successfully removed RegistryID and AuthInfo from contact for pre-Replacement processing	Billing info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8013865100 «BLANK»
2/4/2015 1:19:14 PM	Successfully removed RegistryID and AuthInfo from contact for pre-Replacement processing	Administrative info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8013865100 «BLANK»
2/4/2015 1:19:14 PM	Successfully removed RegistryID and AuthInfo from contact for pre-Replacement processing	Registrant info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 9035 S. 700 E. #203 «BLANK» Sandy UT 84070 United States +1.8013865100 «BLANK»

**Domain Information for Shopper ID 44029388**

Shopper ID: 44029388  
 Domain Name: consumerdefense.com  
 Registrar:  
 Registration Period: 13  
 Create Date: 6/30/1999 10:27:21 PM  
 Expiration Date: 6/30/2021 10:27:21 PM  
 Update Date: 4/20/2016 10:03:21 AM  
 Transfer Away Eligibility Date:  
 Status: 0 Active  
 Is Certified Domain: False  
 Gaining Registrar Name:  
 Transferred Away Date:  
 Last Modified: 9/7/2016 11:31:46 AM  
 Custom DNS: Yes  
 Name Servers: NS55.DOMAINCONTROL.COM  
 NS56.DOMAINCONTROL.COM  
 Auto Renew: Yes  
 Renew Period: 0

**Registrant Contact**

Name: Jonathan Hanley  
 Company:  
 Email: jhanley@preferredlawteam.com  
 Address 1: 9035 S. 700 E. #203  
 Address 2:  
 City: Sandy  
 State/Province: UT  
 Postal Code: 84070  
 Country: United States  
 Phone: +1.8013865100  
 Fax:  
 Modify Time: 3/1/2016 2:57:19 PM

**Technical Contact**

Name: Jonathan Hanley  
 Company:  
 Email: jhanley@preferredlawteam.com  
 Address 1: 9035 S. 700 E. #203  
 Address 2:  
 City: Sandy  
 State/Province: UT  
 Postal Code: 84070  
 Country: United States  
 Phone: +1.8013865100  
 Fax:  
 Modify Time: 3/1/2016 2:57:19 PM

**Administrative Contact**

Name: Jonathan Hanley  
 Company:  
 Email: jhanley@preferredlawteam.com  
 Address 1: 9035 S. 700 E. #203  
 Address 2:  
 City: Sandy  
 State/Province: UT  
 Postal Code: 84070  
 Country: United States  
 Phone: +1.8013865100  
 Fax:  
 Modify Time: 3/1/2016 2:57:19 PM

**Billing Contact**

Name: Jonathan Hanley  
 Company:  
 Email: jhanley@preferredlawteam.com  
 Address 1: 9035 S. 700 E. #203  
 Address 2:  
 City: Sandy  
 State/Province: UT  
 Postal Code: 84070  
 Country: United States  
 Phone: +1.8013865100  
 Fax:  
 Modify Time: 3/1/2016 2:57:20 PM

**Domain Information for Shopper ID 44029388**

Shopper ID: 44029388  
 Domain Name: hardshipletters.com  
 Registrar:  
 Registration Period: 1  
 Create Date: 11/1/2007 12:33:38 AM  
 Expiration Date: 11/1/2017 12:33:38 AM  
 Update Date: 8/2/2016 5:04:03 PM  
 Transfer Away Eligibility Date:  
 Status: 0 Active  
 Is Certified Domain: False  
 Gaining Registrar Name:  
 Transferred Away Date:  
 Last Modified: 10/23/2016 10:10:15 AM  
 Custom DNS: No  
 Name Servers: AUTH01.NS.KORAX.NET  
 AUTH02.NS.KORAX.NET  
 AUTH03.NS.KORAX.NET  
 Auto Renew: Yes  
 Renew Period: 0

**Registrant Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 8/2/2016 2:29:03 PM

**Technical Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 8/2/2016 2:29:03 PM

**Administrative Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 8/2/2016 2:29:03 PM

**Billing Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 8/2/2016 2:29:03 PM

**Domain Information for Shopper ID 44029388**

Shopper ID: 44029388  
 Domain Name: homerelief.com  
 Registrar:  
 Registration Period: 14  
 Create Date: 8/1/2002 1:31:50 PM  
 Expiration Date: 8/1/2017 1:31:50 PM  
 Update Date: 9/14/2016 12:27:41 PM  
 Transfer Away Eligibility Date:  
 Status: 0 Active  
 Is Certified Domain: False  
 Gaining Registrar Name:  
 Transferred Away Date:  
 Last Modified: 1/18/2017 4:42:38 PM  
 Custom DNS: Yes  
 Name Servers: NS57.DOMAINCONTROL.COM  
 NS58.DOMAINCONTROL.COM  
 Auto Renew: Yes  
 Renew Period: 0

**Registrant Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 1/18/2017 4:42:35 PM

**Technical Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 1/18/2017 4:42:35 PM

**Administrative Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 1/18/2017 4:42:35 PM

**Billing Contact**

Name: Registration Private  
 Company: Domains By Proxy, LLC  
 Email: DBP@domainsbyproxy.com  
 Address 1: DomainsByProxy.com  
 Address 2: 14455 N. Hayden Road  
 City: Scottsdale  
 State/Province: Arizona  
 Postal Code: 85260  
 Country: United States  
 Phone: +1.4806242599  
 Fax: +1.4806242598  
 Modify Time: 1/18/2017 4:42:35 PM

## Contact Audit History

### homerelief.com

Modified	Origin	Note
1/18/2017 4:42:35 PM	RegAgentSvc: AgentContactUpdateCompletion: Successfully updated contact. Changed status from 0 to 0 (Active).	Billing info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 8180 s 700 e 110 Sandy UT 84070 United States +1.8013865100 «BLANK»
1/18/2017 4:42:35 PM	RegAgentSvc: AgentContactUpdateCompletion: Successfully updated contact. Changed status from 0 to 0 (Active).	Administrative info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 8180 s 700 e 110 Sandy UT 84070 United States +1.8013865100 «BLANK»
1/18/2017 4:42:35 PM	RegAgentSvc: AgentContactUpdateCompletion: Successfully updated contact. Changed status from 0 to 0 (Active).	Technical info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 8180 s 700 e 110 Sandy UT 84070 United States +1.8013865100 «BLANK»
1/18/2017 4:42:35 PM	RegAgentSvc: AgentContactUpdateCompletion: Successfully updated contact. Changed status from 0 to 0 (Active).	Registrant info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 8180 s 700 e 110 Sandy UT 84070 United States +1.8013865100 «BLANK»
9/14/2016 10:27:42 AM	dp_UsedDomainsPurchase_sp	Billing info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 8180 s 700 e 110 Sandy UT 84070 United States +1.8013865100 «BLANK»
9/14/2016 10:27:42 AM	dp_UsedDomainsPurchase_sp	Administrative info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 8180 s 700 e 110 Sandy UT 84070 United States +1.8013865100 «BLANK»
9/14/2016 10:27:42 AM	dp_UsedDomainsPurchase_sp	Technical info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 8180 s 700 e 110 Sandy UT 84070 United States +1.8013865100 «BLANK»
9/14/2016 10:27:42 AM	dp_UsedDomainsPurchase_sp	Registrant info updated from: Jonathan Hanley jhanley@preferredlawteam.com «BLANK» 8180 s 700 e 110 Sandy UT 84070 United States +1.8013865100 «BLANK»

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 1082463163  
 Reseller: GoDaddy  
 Date: 1/24/2017 4:13:31 PM By customer via Online  
 Source Code: ???

**Shipping Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 US  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

IP: 50.198.182.125::50.198.182.125

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$44.32

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 8228  
 Creditcard Information: Visa Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	12113-1	.ORG Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) HARDSHIPLETTERS.ORG This a service item.	\$23.98	\$23.98	1	\$0.00	\$24.34
1	17001-1	Private Registration Services - Renewal Length: 2 year(s) HARDSHIPLETTERS.ORG This a service item.	\$9.99	\$9.99	1	\$0.00	\$19.98
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$44.32		\$0.00	\$0.00		\$44.32		

Confidential Treatment

Requested By

Go Daddy Operating Company, LLC

GD 017129

PX20 - 1052



**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 1082462977  
 Reseller: GoDaddy  
 Date: 1/24/2017 4:12:05 PM By customer via Online  
 Source Code: ???

**Shipping Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 US  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

IP: 50.198.182.125::50.198.182.125

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$36.92

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 8228  
 Creditcard Information: Visa Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10102-1	.COM Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) ABOGADODEMODIFICACION.COM This a service item.	\$16.58	\$16.58	1	\$0.00	\$16.94
1	17001-1	Private Registration Services - Renewal Length: 2 year(s) ABOGADODEMODIFICACION.COM This a service item.	\$9.99	\$9.99	1	\$0.00	\$19.98
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$36.92		\$0.00	\$0.00		\$36.92		

**Confidential Treatment**

**Requested By**

**Go Daddy Operating Company, LLC**

GD 017131

PX20 - 1053

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 1079687688  
 Reseller: GoDaddy  
 Date: 1/18/2017 4:42:34 PM By customer via Online  
 Source Code: ???

**Shipping Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 US  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

IP: 50.198.182.125::50.198.182.125

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$4.25

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 4537  
 Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	7001-1	Private Registration Services Length: 0.532 year(s) HOMERELIEF.COM This a service item.	\$9.99	\$7.99	1	\$0.00	\$4.25
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$4.25		\$0.00	\$0.00		\$4.25		

Confidential Treatment

Requested By

Go Daddy Operating Company, LLC

GD 017132

PX20 - 1054

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 1079160180  
 Reseller: GoDaddy  
 Date: 1/17/2017 10:07:08 AM By billing agent via billing agent  
 Source Code: ROHB from\_app: wsc\_dr

**Shipping Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

**Transaction Occurred as: United States Dollar (USD)**

**Payment 1: \$8.47**

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 8228  
 Creditcard Information: Visa Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10101-1	.COM Domain Name Renewal - 1 Year (recurring) Length: 1 year(s) ATTORNEYLOANMOD.COM	\$8.29	\$8.29	1	\$0.00	\$8.47
1	562250-1	Renewal Usage Length: 1 month(s)	\$0.00	\$0.00	1	\$0.00	\$0.00
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$8.47		\$0.00	\$0.00		\$8.47		

**Confidential Treatment**

**Requested By**

**Go Daddy Operating Company, LLC**

GD 017133

PX20 - 1055

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 1045023669  
 Reseller: GoDaddy  
 Date: 10/27/2016 6:22:23 AM By billing agent via billing agent  
 Source Code: ROHB from\_app: wsc\_dr

**Shipping Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

**Transaction Occurred as: United States Dollar (USD)**

**Payment 1: \$104.35**

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 8228  
 Creditcard Information: Visa Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10101-1	.COM Domain Name Renewal - 1 Year (recurring) Length: 1 year(s) PREFERREDLAWTEAM.COM	\$8.29	\$8.29	1	\$0.00	\$8.47
1	52002-1	Hosting - Web - Economy - Linux - US Region - Renewal - 1 year (recurring) Length: 1 year(s)	\$95.88	\$95.88	1	\$0.00	\$95.88
2	562250-1	Renewal Usage Length: 1 month(s)	\$0.00	\$0.00	1	\$0.00	\$0.00
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$104.35		\$0.00	\$0.00		\$104.35		

**Confidential Treatment**

**Requested By**

**Go Daddy Operating Company, LLC**

GD 017139

PX20 - 1056

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 1035435637  
 Reseller: GoDaddy  
 Date: 10/4/2016 11:24:36 AM By customer via Online  
 Source Code: ???

**Shipping Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 US  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

IP: 173.10.23.2::173.10.23.2

Transaction Occurred as: United States Dollar (USD)

**Payment 1: \$16.94**

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 4537  
 Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10102-1	.COM Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) AMPROPERTYINC.COM This a service item.	\$16.58	\$16.58	1	\$0.00	\$16.94
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$16.94		\$0.00	\$0.00		\$16.94		

**Confidential Treatment**

**Requested By**

**Go Daddy Operating Company, LLC**

GD 017142

PX20 - 1057

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 1023661178  
 Reseller: GoDaddy  
 Date: 9/6/2016 3:32:40 PM By customer via Online  
 Source Code: ???

**Shipping Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 US  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

IP: 173.10.23.2::173.10.23.2

Transaction Occurred as: United States Dollar (USD)

**Payment 1: \$36.92**

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 4537  
 Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10102-1	.COM Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) MODIFICATIONREVIEWBOARD.COM This a service item.	\$16.58	\$16.58	1	\$0.00	\$16.94
1	17001-1	Private Registration Services - Renewal Length: 2 year(s) MODIFICATIONREVIEWBOARD.COM This a service item.	\$9.99	\$9.99	1	\$0.00	\$19.98
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$36.92		\$0.00	\$0.00		\$36.92		

**Confidential Treatment**

**Requested By**

**Go Daddy Operating Company, LLC**

GD 017146

PX20 - 1058

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 1019332187  
 Reseller: GoDaddy  
 Date: 8/26/2016 3:27:56 PM By Rebecca J Booth via Phone  
 Source Code: ?SR

**Shipping Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 US  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

IP: 216.69.191.112::216.69.191.112

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$2,500.00

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 4537  
 Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	739-1	GoDaddy Auctions - Domain Purchase - Transaction Assured Length: 1 year(s) homerelief.com This a service item.	\$34.99	\$2,500.00	1	\$0.00	\$2,500.00
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$2,500.00		\$0.00	\$0.00		\$2,500.00		

Confidential Treatment

Requested By

Go Daddy Operating Company, LLC

GD 017148

PX20 - 1059

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 1003545456  
 Reseller: GoDaddy  
 Date: 8/2/2016 2:29:00 PM By customer via Online  
 Source Code: ???

**Shipping Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 US  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 8180 s 700 e  
 110  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 Evening Phone: +1.8019135704  
 jhanley@preferredlawteam.com

IP: 173.10.23.2::173.10.23.2

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$349.16

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 8228  
 Creditcard Information: Visa Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	182-1	Certified Domain Length: 1 year(s) AMERICANHOMELOANS.COM This a service item.	\$4.99	\$0.00	1	\$0.00	\$0.00
1	780-1	.COM Premium Domain Name Registration Length: 1 year(s) hardshipletters.com This a service item.	\$14.99	\$14.99	1	\$0.00	\$15.17
2	779-1	Premium Domain Name Purchase (one-time fee) Length: 1 year(s) This a service item.	\$324.00	\$324.00	1	\$0.00	\$324.00
3	7002-1	Private Transfer Services Length: 1 year(s) hardshipletters.com This a service item.	\$9.99	\$9.99	1	\$0.00	\$9.99
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$349.16		\$0.00	\$0.00		\$349.16		

Confidential Treatment

Requested By

Go Daddy Operating Company, LLC

GD 017150

PX20 - 1060



**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 965461813  
 Reseller: GoDaddy  
 Date: 4/20/2016 8:03:17 AM By customer via Online  
 Source Code: ???

**Shipping Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

IP: 73.20.88.121::73.20.88.121

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$42.35

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 4537  
 Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10105-1	.COM Domain Name Renewal - 5 Years (recurring) Length: 1 year(s) CONSUMERDEFENSE.COM This a service item.	\$41.45	\$41.45	1	\$0.00	\$42.35
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$42.35		\$0.00	\$0.00		\$42.35		

Confidential Treatment

Requested By

Go Daddy Operating Company, LLC

GD 017160

PX20 - 1061

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 942823504  
 Reseller: GoDaddy  
 Date: 2/26/2016 3:11:46 PM By Chris Mesimer via Phone  
 Source Code: ?SR

**Shipping Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

IP: 216.69.191.112::216.69.191.112

Transaction Occurred as: United States Dollar (USD)

**Payment 1: \$5,000.00**

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 4537  
 Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	739-1	GoDaddy Auctions - Domain Purchase - Transaction Assured Length: 1 year(s) consumerdefense.com This a service item.	\$34.99	\$5,000.00	1	\$0.00	\$5,000.00
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$5,000.00		\$0.00	\$0.00		\$5,000.00		

**Confidential Treatment**

**Requested By**

**Go Daddy Operating Company, LLC**

GD 017163

PX20 - 1062

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 893705002  
 Reseller: GoDaddy  
 Date: 10/27/2015 2:37:36 AM By billing agent via billing agent  
 Source Code: ROHB from\_app: wsc\_dr

**Shipping Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

**Transaction Occurred as: United States Dollar (USD)**

**Payment 1: \$96.89**

Paid: Credit Card  
 Name: Sandra Hanley  
 Creditcard Number: [REDACTED] 4529  
 Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10101-1	.COM Domain Name Renewal - 1 Year (recurring) Length: 1 year(s) PREFERREDLAWTEAM.COM	\$14.99	\$12.83	1	\$0.00	\$13.01
1	52002-1	Hosting - Web - Economy - Linux - US Region - Renewal - 1 year (recurring) Length: 1 year(s)	\$83.88	\$83.88	1	\$0.00	\$83.88
2	10067-1	Bandwidth Renewal (recurring) Length: 1 month(s)	\$0.00	\$0.00	1	\$0.00	\$0.00
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$96.89		\$0.00	\$0.00		\$96.89		

**Confidential Treatment**

**Requested By**

**Go Daddy Operating Company, LLC**

GD 017174

PX20 - 1063

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 877068669  
 Reseller: GoDaddy  
 Date: 9/14/2015 6:13:39 AM By billing agent via billing agent  
 Source Code: ROHB from\_app: wsc\_dr

**Shipping Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

**Transaction Occurred as: United States Dollar (USD)**

**Payment 1: \$23.00**

Paid: Credit Card  
 Name: Sandra Hanley  
 Creditcard Number: [REDACTED] 4529  
 Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10101-1	.COM Domain Name Renewal - 1 Year (recurring) Length: 1 year(s) MODIFICATIONREVIEWBOARD.COM	\$14.99	\$12.83	1	\$0.00	\$13.01
1	17001-1	Private Registration Services - Renewal Length: 1 year(s) MODIFICATIONREVIEWBOARD.COM	\$9.99	\$9.99	1	\$0.00	\$9.99
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$23.00		\$0.00	\$0.00		\$23.00		

**Confidential Treatment**

**Requested By**

**Go Daddy Operating Company, LLC**

GD 017179

PX20 - 1064

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 786036743  
 Reseller: GoDaddy  
 Date: 1/26/2015 3:44:34 PM By customer via Online  
 Source Code: ???

**Shipping Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

IP: 174.52.28.234::174.52.28.234

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$75.48

Paid: Credit Card

Name: Jonathan Hanley

Creditcard Number: [REDACTED] 1273

Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10103-1	.COM Domain Name Renewal - 3 Years (recurring) Length: 1 year(s) ATTORNEYLOANMODIFICATIONS.COM This a service item.	\$44.97	\$44.97	1	\$0.00	\$45.51
1	17001-1	Private Registration Services - Renewal Length: 3 year(s) ATTORNEYLOANMODIFICATIONS.COM This a service item.	\$9.99	\$9.99	1	\$0.00	\$29.97
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$75.48		\$0.00	\$0.00		\$75.48		

Confidential Treatment

Requested By

Go Daddy Operating Company, LLC

GD 017194

PX20 - 1065

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 789684944  
 Reseller: GoDaddy  
 Date: 2/4/2015 1:27:20 PM By customer via Online  
 Source Code: GDBBXP1078

**Shipping Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

IP: 174.52.28.234::174.52.28.234

**Transaction Occurred as: United States Dollar (USD)**

**Payment 1: \$92.86**

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 1273  
 Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10102-1	.COM Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) ABOGADODEMODIFICACION.COM This a service item.	\$29.98	\$29.98	1	\$0.00	\$30.34
1	12113-1	.ORG Domain Name Renewal - 2 Years (recurring) Length: 1 year(s) HARSHIPLETTERS.ORG This a service item.	\$35.98	\$35.98	1	\$0.00	\$36.34
2	7001-1	Private Registration Services Length: 2.071 year(s) ABOGADODEMODIFICACION.COM This a service item.	\$9.99	\$7.99	1	\$3.31	\$13.24
3	7001-1	Private Registration Services Length: 2.025 year(s) HARSHIPLETTERS.ORG This a service item.	\$9.99	\$7.99	1	\$3.24	\$12.94

Subtotal	Shipping & Handling	Tax	Total
\$92.86	\$0.00	\$0.00	\$92.86

**Confidential Treatment**

**Requested By**

**Go Daddy Operating Company, LLC**

GD 017189

PX20 - 1066

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 751857868  
 Reseller: GoDaddy  
 Date: 10/27/2014 6:12:47 AM By billing agent via billing agent  
 Source Code: ROHB from\_app: wsc\_dr

**Shipping Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

**Transaction Occurred as: United States Dollar (USD)**

**Payment 1: \$96.89**

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 1273  
 Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10101-1	.COM Domain Name Renewal - 1 Year (recurring) Length: 1 year(s) PREFERREDLAWTEAM.COM	\$14.99	\$12.83	1	\$0.00	\$13.01
1	52002-1	Hosting - Web - Economy - Linux - US Region - Renewal - 1 year (recurring) Length: 1 year(s)	\$83.88	\$83.88	1	\$0.00	\$83.88
2	10067-1	Bandwidth Renewal (recurring) Length: 1 month(s)	\$0.00	\$0.00	1	\$0.00	\$0.00
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$96.89		\$0.00	\$0.00		\$96.89		

**Confidential Treatment**

**Requested By**

**Go Daddy Operating Company, LLC**

GD 017204

PX20 - 1067

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 653285535  
 Reseller: GoDaddy  
 Date: 2/10/2014 9:55:03 AM By customer via Online  
 Source Code: GDBBX2092

**Shipping Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 us  
 Daytime Phone: +1.8013865100  
 jhanley@preferredlawteam.com

IP: 67.166.126.25::67.166.126.25

Transaction Occurred as: United States Dollar (USD)

**Payment 1: \$331.38**

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 1273  
 Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	968-1	.COM Bulk Domain Name Renewal (6-20) (recurring) Length: 1 year(s) FUNNIESTPRANK.COM This a service item.	\$14.99	\$14.99	1	\$0.00	\$15.17
1	968-1	.COM Bulk Domain Name Renewal (6-20) (recurring) Length: 1 year(s) ATTORNEYLOANMODIFICATIONS.COM This a service item.	\$14.99	\$14.99	1	\$0.00	\$15.17
2	17001-1	Private Registration Services - Renewal Length: 1 year(s) ATTORNEYLOANMODIFICATIONS.COM This a service item.	\$9.99	\$9.99	1	\$0.00	\$9.99
3	986-1	.ORG Bulk Domain Name Renewal (6-20) (recurring) Length: 1 year(s) LOAN-HELP.ORG This a service item.	\$17.99	\$17.99	1	\$0.00	\$18.17
4	17001-1	Private Registration Services - Renewal Length: 1 year(s) LOAN-HELP.ORG This a service item.	\$9.99	\$9.99	1	\$0.00	\$9.99
5	986-1	.ORG Bulk Domain Name Renewal (6-20) (recurring) Length: 1 year(s) CALIFORNIAHARPREFINANCE.ORG This a service item.	\$17.99	\$17.99	1	\$0.00	\$18.17

Confidential Treatment

Requested By

Go Daddy Operating Company, LLC

GD 017217

PX20 - 1068



**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 593072966  
 Reseller: GoDaddy  
 Date: 9/9/2013 10:45:16 AM By customer via Online  
 Source Code: ???

**Shipping Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: 8013865100  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 9035 S. 700 E. #203  
 Sandy, UT 84070 us  
 Daytime Phone: 8013865100  
 jhanley@preferredlawteam.com

IP: 67.166.126.25::67.166.126.25

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$252.74

Paid: Credit Card

Name: Jonathan Hanley

Creditcard Number: [REDACTED] 1273

Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	70041-1	.COM Bulk Domain Name Renewal (6-20) - 2 years (recurring) Length: 1 year(s) MODIFICATIONREVIEWBOARD.COM This a service item.	\$29.98	\$25.66	1	\$0.00	\$26.02
1	17001-1	Private Registration Services - Renewal Length: 2 year(s) MODIFICATIONREVIEWBOARD.COM This a service item.	\$9.99	\$9.99	1	\$0.00	\$19.98
2	968-1	.COM Bulk Domain Name Renewal (6-20) (recurring) Length: 1 year(s) PREFERREDLAWTEAM.COM This a service item.	\$14.99	\$12.83	1	\$0.00	\$13.01
3	968-1	.COM Bulk Domain Name Renewal (6-20) (recurring) Length: 1 year(s) AMPROPERTYINC.COM This a service item.	\$14.99	\$12.83	1	\$0.00	\$13.01
4	968-1	.COM Bulk Domain Name Renewal (6-20) (recurring) Length: 1 year(s) HARPATTORNEY.COM This a service item.	\$14.99	\$12.83	1	\$0.00	\$13.01
5	968-1	.COM Bulk Domain Name Renewal (6-20) (recurring) Length: 1 year(s) FMGADVISORS.COM This a service item.	\$14.99	\$12.83	1	\$0.00	\$13.01

Confidential Treatment

Requested By

Go Daddy Operating Company, LLC

GD 017225

PX20 - 1069

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 512047986  
 Reseller: GoDaddy  
 Date: 2/12/2013 2:12:21 PM By customer via Online  
 Source Code: ???

**Shipping Information**

Jonathan Hanley  
 Brown Legal, Inc.  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: 8019135504  
 jhanley@preferredlawteam.com

**Billing Information**

Jonathan Hanley  
 Brown Legal, Inc.  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: 8019135504  
 jhanley@preferredlawteam.com

IP: 173.10.23.2::173.10.23.2

Transaction Occurred as: United States Dollar (USD)

**Payment 1: \$21.16**

Paid: Credit Card  
 Name: Jonathan Hanley  
 Creditcard Number: [REDACTED] 1273  
 Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	101-1	.COM Domain Name Registration - 1 Year (recurring) Length: 1 year(s) ATTORNEYLOANMODIFICATIONS.COM This a service item.	\$14.99	\$12.99	1	\$0.00	\$13.17
1	7001-1	Private Registration Services Length: 1 year(s) ATTORNEYLOANMODIFICATIONS.COM This a service item.	\$9.99	\$9.99	1	\$2.00	\$7.99
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$21.16		\$0.00	\$0.00		\$21.16		

**Confidential Treatment**

**Requested By**

**Go Daddy Operating Company, LLC**

GD 017248

PX20 - 1070

**Legal Receipt for Shopper ID 44029388**

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
6	972-1	.INFO Bulk Domain Name Registration (6-20) (recurring) Length: 1 year(s) AMERICANHOMELOANCOUNSELORS.INFO This a service item.	\$1.00	\$1.00	1	\$1.00	\$0.18
7	966-1	.COM Bulk Domain Name Registration (6-20) (recurring) Length: 1 year(s) AMERICANHOMELOANCOUNSELORS.COM This a service item.	\$11.99	\$10.99	1	\$1.00	\$10.17
8	966-1	.COM Bulk Domain Name Registration (6-20) (recurring) Length: 1 year(s) ILLINOISHARPREFINANCE.COM This a service item.	\$11.99	\$10.99	1	\$1.00	\$10.17
9	968-1	.COM Bulk Domain Name Renewal (6-20) (recurring) Length: 1 year(s) PREFERREDLAWTEAM.COM This a service item.	\$11.99	\$11.99	1	\$0.00	\$12.17
10	968-1	.COM Bulk Domain Name Renewal (6-20) (recurring) Length: 1 year(s) AMPROPERTYINC.COM This a service item.	\$11.99	\$11.99	1	\$0.00	\$12.17
11	968-1	.COM Bulk Domain Name Renewal (6-20) (recurring) Length: 1 year(s) CFQA.COM This a service item.	\$11.99	\$11.99	1	\$0.00	\$12.17
12	968-1	.COM Bulk Domain Name Renewal (6-20) (recurring) Length: 1 year(s) NLXH.COM This a service item.	\$11.99	\$11.99	1	\$0.00	\$12.17
13	968-1	.COM Bulk Domain Name Renewal (6-20) (recurring) Length: 1 year(s) LBGV.COM This a service item.	\$11.99	\$11.99	1	\$0.00	\$12.17
14	17001-1	Private Registration Services - Renewal Length: 1 year(s) PREFERREDLAWTEAM.COM This a service item.	\$9.99	\$9.99	1	\$2.50	\$7.49
15	17001-1	Private Registration Services - Renewal Length: 1 year(s) AMPROPERTYINC.COM This a service item.	\$9.99	\$9.99	1	\$2.50	\$7.49
<b>Subtotal</b>			<b>Shipping &amp; Handling</b>		<b>Tax</b>		<b>Total</b>
\$135.42			\$0.00		\$0.00		\$135.42

Confidential Treatment

Requested By

Go Daddy Operating Company, LLC

GD 017292

PX20 - 1071

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 462751529  
 Reseller: GoDaddy  
 Date: 9/14/2012 3:35:37 AM By billing agent via billing agent  
 Source Code: ROHB from\_app: wsc\_dr

**Shipping Information**

Jonathan Hanley  
 Brown Legal, Inc.  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: 8019135504  
 jhanley@modificationreviewboard.com

**Billing Information**

Jonathan Hanley  
 Brown Legal, Inc.  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: 8019135504  
 jhanley@modificationreviewboard.com

**Transaction Occurred as: United States Dollar (USD)**

**Payment 1: \$46.00**

Paid: Credit Card  
 Name: Sandra X. Hanley  
 Creditcard Number: [REDACTED] 2241  
 Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10101-1	.COM Domain Name Renewal - 1 Year (recurring) Length: 1 year(s) MODIFICATIONREVIEWBOARD.COM	\$14.99	\$12.83	1	\$0.00	\$13.01
1	17001-1	Private Registration Services - Renewal Length: 1 year(s) MODIFICATIONREVIEWBOARD.COM	\$9.99	\$9.99	1	\$0.00	\$9.99
2	10101-1	.COM Domain Name Renewal - 1 Year (recurring) Length: 1 year(s) MODIFYUSA.COM	\$14.99	\$12.83	1	\$0.00	\$13.01
3	17001-1	Private Registration Services - Renewal Length: 1 year(s) MODIFYUSA.COM	\$9.99	\$9.99	1	\$0.00	\$9.99
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$46.00		\$0.00	\$0.00		\$46.00		

**Confidential Treatment**

**Requested By**

**Go Daddy Operating Company, LLC**

GD 017296

PX20 - 1072

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 455348926  
 Reseller: GoDaddy  
 Date: 8/20/2012 10:53:39 AM By customer via Online  
 Source Code: ???

**Shipping Information**

Jonathan Hanley  
 Brown Legal, Inc.  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: 8019135504  
 jhanley@modificationreviewboard.com

**Billing Information**

Jonathan Hanley  
 Brown Legal, Inc.  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: 8019135504  
 jhanley@modificationreviewboard.com

IP: 173.10.23.2::173.10.23.2

Transaction Occurred as: United States Dollar (USD)

Payment 1: \$125.80

Paid: Credit Card

Name: Sandra X. Hanley

Creditcard Number: [REDACTED] 2241

Creditcard Information: MasterCard Exp. [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	10105-1	.COM Domain Name Renewal - 5 Years (recurring) Length: 1 year(s) AMERICANHOMELOANS.COM This a service item.	\$74.95	\$74.95	1	\$0.00	\$75.85
1	17001-1	Private Registration Services - Renewal Length: 5 year(s) AMERICANHOMELOANS.COM This a service item.	\$9.99	\$9.99	1	\$0.00	\$49.95
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$125.80		\$0.00	\$0.00		\$125.80		

Confidential Treatment

Requested By

Go Daddy Operating Company, LLC

GD 017301

PX20 - 1073

**Legal Receipt for Shopper ID 44029388**

Shopper ID: 44029388  
 Receipt ID: 454513778  
 Reseller: GoDaddy  
 Date: 8/17/2012 5:33:12 PM By customer via Online  
 Source Code: ???

**Shipping Information**

Jonathan Hanley  
 Brown Legal, Inc.  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: 8019135504  
 jhanley@modificationreviewboard.com

**Billing Information**

Jonathan Hanley  
 Brown Legal, Inc.  
 9035 S. 700 E. #203  
 Sandy, UT 84070 US  
 Daytime Phone: 8019135504  
 jhanley@modificationreviewboard.com

IP: 174.52.98.237::174.52.98.237

Transaction Occurred as: United States Dollar (USD)

**Payment 1: \$4.41**

Paid: Credit Card  
 Name: Sandra X. Hanley  
 Creditcard Number: [REDACTED] 2241  
 Creditcard Information: MasterCard Exp [REDACTED]

Our Charges will appear on their credit card statement in the name "GODADDY.COM"

Row	Label	Name	Unit Price	Today's Price	Qty	Extra Disc.	Total Price
0	7001-1	Private Registration Services Length: 0.441 year(s) AMERICANHOMELOANS.COM This a service item.	\$9.99	\$9.99	1	\$0.00	\$4.41
<b>Subtotal</b>		<b>Shipping &amp; Handling</b>	<b>Tax</b>		<b>Total</b>		
\$4.41		\$0.00	\$0.00		\$4.41		

**Confidential Treatment**

**Requested By**

**Go Daddy Operating Company, LLC**

GD 017303

PX20 - 1074